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HOW TO KEEP OUT OF TROUBLE

WILLIAM S. WEISS

*How To Keep Out
Of Trouble*

WITH AN INTRODUCTION BY
DALE CARNEGIE



BLUE RIBBON BOOKS

GARDEN CITY, NEW YORK

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INTRODUCTION

THIS BOOK SHOULD WIN FRIENDS

By

DALE CARNEGIE

IN LOOKING FOR MATERIAL for my daily newspaper column I heard about a lawyer, William S. Weiss, who was running a *legal clinic* for poor people and who was giving legal advice for one dollar. It didn't seem possible. How could anyone sell legal advice for one dollar?

With all sorts of mental reservations, I went to see him at his home. He used the living room of his apartment as an office. I found him sitting in a wheel chair. A short man with a large face, a large, quizzical, friendly face. I was touched by what I heard and saw.

He had been a successful lawyer for twenty years; then one day as he started to walk up the stairs to his office he stumbled and lurched over against the stair-

way wall. He was surprised, for he had not bumped into anything nor had he felt himself falling; but there he was, sprawled on the stairs. He started to pick himself up. The rest was like a horrible dream. He found that he had lost the use of his legs. He was helpless. He sat for a few moments, called for help, and had to be assisted up the stairs. He had no idea what was the matter. One moment hale and hearty, the next an invalid.

He was put to bed and a doctor summoned. The doctor could find nothing wrong. Another doctor was called, and he had no more idea of what was wrong than had the family physician. Mr. Weiss was taken to the hospital and given every test of which the hospital was capable. The report card of his case was a tragic, a pitiful warrant. The sum and substance of it was that Mr. Weiss had a little-known, obscure disease such as occurs only once in ten million cases—a sort of creeping paralysis.

It must have been a bitter moment when he asked what could be done. Nothing. Nothing whatever.

He did not give up. He got the best medical men in New York, underwent twenty examinations. The answer was always the same:

“Medical science can do nothing for you. Maybe someday medical science can help people thus afflicted, but today there is no help, no hope.”

Imagine what bitter nights there must have been.

A person crushed in the pincers of fate does one of two things. He becomes bitter and lashes at the world or he seizes what is left of the broken handle of the sword and fights on.

Thank God, William S. Weiss chose the latter. He decided to turn his attention away from himself and fasten it on other people. Forget himself by serving others. But how could a man pinned in a wheel chair serve others? Can you imagine anything more impossible? But wait, not too fast. Florence Nightingale was confined to an invalid's bed for fifty years of her life, but she managed to inspire the Red Cross.

One night, when he could not sleep, the idea came to Mr. Weiss to organize a legal clinic and give help to the people who could not afford the high prices that many lawyers charge for their service. Fortunately, Mr. Weiss could afford to give such a service. And that's exactly what he did—started a legal clinic in which he charged only one dollar and gave the best of advice. He had my sympathy because I had had a clinic of my own, a clinic where I tried to help people become better public speakers and to function better in the field of human relations.

He told me about a woman from near where I was born in Missouri. This woman—a widow—had had her cows seized for debts. She had written Mr. Weiss and he had told her what to do. In twenty-four

hours she had her cows home. I saw the check. It was for one dollar. Down at the bottom the woman had written on the check: "For getting my cows back." This touched me. I asked to see other examples of what he was doing. The more I knew the more I was impressed. So I devoted one of my daily newspaper columns to telling about the service he was rendering. Here are some of the things I said in that column:

"When Mr. Weiss realized he was going to be a helpless cripple for the rest of his life he decided on two things: 1. To keep himself interested in life. 2. To help people who could not afford big fees.

"So he established the Legal Clinic. The fee is one dollar. But if a person feels he has had a great deal of help he may give three dollars or five dollars—but not more than ten dollars. Clients frequently give more than one dollar, as a mark of appreciation. It is never requested.

"I saw Mr. Weiss—in a wheel chair which he scooted around over the floor. He had a little telephone switchboard to take calls that came in. People ask advice by telephone. He answers on the spot. One man called saying the hospital was holding his wife and baby because he did not have enough money to get them out. Mr. Weiss told him what to do.

"Another man he told me about had bought a radio from an installment house. The man could not

meet the payments; the company took the radio and said he would have to continue to pay although the radio was gone. Mr. Weiss advised him. The man got his radio back.

"He lives in New York City. You can write to him from any place in the world.

"I realize that it is unusual to boost a lawyer in a newspaper article, and I am not doing it because I am interested in him. I am doing it solely because I was once in a position where I couldn't afford to pay even a five-dollar legal fee and I want to let people who are in that same position now know how and where they can get legal help for one dollar."

A few weeks later I called him up to ask if he had heard from the column. I was astonished at his answer.

"Heard from it! I've been engulfed by it. In eighteen days I have had over one thousand telephone calls, visits, and letters. Right this minute my hall is jammed with people waiting to see me. It's thrilling. I feel like a new man."

I was thrilled too. Mr. Weiss was helping people.

Newspapers and magazines became interested in his story, and a number of write-ups appeared. As a result his clinic grew and his good work grew. I have sent a number of people to him personally; they have all been delighted with what he has done for them.

And now he has put into book form the informa-

tion he has gained from conducting his Legal Clinic. He tells me the idea of the book was suggested to him by Homer Croy, the writer. At first Mr. Weiss was appalled by the idea of writing a book. He knew nothing about writing a book, was terrified by the idea, but with Homer's prompting he finally got under way. And here it is! I hope it wins friends and influences as many people as it so richly deserves to do.

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PREFACE

THIS BOOK would never have been written if people didn't make mistakes. But they do. And a great many of them bring their mistakes to me for correction. Even if I weren't a lawyer, just hearing these repeated hard-luck stories would give me a good idea of the various ways in which people get themselves into trouble and would enable me to warn them away from some of the dangers. As a lawyer, I can often go a step farther. Either I can tell them what to do or, if it's too late for that, sometimes I can help them to get out of a difficult spot.

Sitting in my office listening to the constant stream of tales of misfortune is an absorbing task. It develops a lot of sympathy for the man or woman who is always getting stepped on. Yes, and it makes me

realize that many of their entanglements are due to their inability to recognize trouble before they're caught in its trap. Hence this book. I believe that to be forewarned is to be forearmed. A storm cellar is no protection if you don't know what it's for nor when to use it; neither is the law. The following chapters are a cross section of the difficulties experienced by my clients, difficulties which, in many cases, would never have arisen had the persons involved realized that the law was a means of protection for their everyday rights instead of simply a bludgeon in the hands of the unscrupulous.

But this isn't a lawbook. If you want a divorce, there isn't a blank in the back that you can tear out, fill in, send to a court with ten cents for handling charges, and get back your freedom on a decree. If someone owes you money or you think he does, you can't look up a particular chapter in the table of contents, send it to your debtor, and expect a check by return mail. Making a will is not like assembling a toy; you can't just follow directions. When you need a lawyer I'll be the first to tell you so. And you'll be surprised at how often you can save money by going to one in time! But even if you shouldn't need one you still can get in a heap of unnecessary trouble. And here's where this book will be of help.

The problems I get are divided into two main classes: money troubles and family troubles. People

can't get money they feel is coming to them or they're worried about their debts. Wives want to be supported by their husbands instead of being deserted, and husbands want to pursue their wives from whom they've been separated legally. Other problems, such as how to get a patent or how to keep someone from annoying you, are frequent but not as common as the two classes mentioned.

This has a definite effect on my personality. I tell you about it now so that if you notice it in my book you'll understand why I feel the way I do about so many things. I'm always suspicious that a business is a racket, that a woman is a gold digger, and that a husband is a deserter. I know I'm wrong about this, but the cases I handle every day usually involve one of these elements. I'm sorry if it seems to have left an exaggerated effect. I admit my cases are not a fair sample of all human behavior, but they are a fair sample of what I see.

This leads to an important point. From time to time I shall complain bitterly about installment houses, collection agencies, lending companies, educational-training salesmen, and other groups which are infected with individuals who stoop to unethical or even illegal practices. If this complaint seems to hit too close to some of my readers, if they should take it as a personal affront, I ask them to consider whether I may not be doing them a service.

The chiseler in any line of business is bound to hurt that business more than my exposing him possibly can. A stenographer who takes fifteen minutes longer getting ready to work than anybody else puts a load on the whole office. An insurance agent who sells the wrong policy in the wrong way creates consumer resistance for all insurance. A loan company which blackmails the borrower is undermining not only its own good will but also that of its competitors.

I cannot emphasize this point too much. No matter what kind of work you do, somebody else may be doing it unfairly, dishonestly. If you're one of the honest ones, you will benefit from any effort to remove undesirables from the field or at least counteract the effect of their practices. If you're one of the undesirables, well . . .

One thing you must remember. This book is written by a New York lawyer. I think it is reasonably accurate from the standpoint of New York law. But there are forty-eight different kinds of lawyers (plus Alaskan lawyers and Hawaiian lawyers and District of Columbia lawyers), and each kind of lawyer has a slightly different kind of law to work with. But don't blame the lawyers for this. The states themselves insist on their independent right to have their own laws. In fact, the lawyers are constantly striving to make the laws of the states more nearly uniform. Still, it means that if anything you may read in this

book makes a difference to you, and if you are not a resident of New York, you should see a lawyer in your own state before acting in reliance on anything I say. The law probably will be the same where you live, but it's possible that it won't. Actually, all I want you to learn from this book is what to expect, what to beware of, and, in many instances, what to do in order to keep out of trouble.

WILLIAM S. WEISS

HOW TO KEEP OUT OF TROUBLE

CHAPTER I

BEWARE OF THE PITFALLS OF INSTALLMENT BUYING!

LOOK AT THE ADS. In large, impressive type you will see: EASY TERMS, 52 WEEKS TO PAY, NO MONEY DOWN, ONE DOLLAR DOWN PAYMENT DELIVERS THIS BEAUTIFUL PIECE OF FURNITURE, and other similar phrases, all very tempting if your salary is too small to have made possible a savings account. You yearn for a new radio with all the latest gadgets, or perhaps the dilapidated condition of your sofa is a constant humiliation, or maybe you have a feeling that Junior would develop into a musical prodigy if he could have a piano on which to practice.

You gaze longingly at the detailed drawings or touched-up photographs. And there, also in large type, is a description of the article you want. Of

course it has been marked down amazingly, just for a limited time. No one could possibly sell a beautiful living-room suite like that for \$39.95, except during special sales. They would go broke. Better take advantage of the opportunity. The terms are so easy that all you need do to meet the payments is to cut down on your lunches. You make a note of the address. How lucky, the store remains open until nine or ten o'clock! Gives you plenty of time to shop on your way home from work. You fold the paper and lay it aside, thinking how nice it is there are stores which cater to workaday people like yourself.

But you folded the paper too soon. You didn't look closely enough at the contents of the ad. Even if you had, you might not have understood the significance of that short phrase in italics, printed so small and placed so unimportantly. Too bad. That little phrase, "Small Charge for Credit," or "Only $\frac{1}{2}$ per cent a Month for Credit," or "Our Carrying Charge is Small," is really quite important. But we'll not dwell on that now, for you have decided to drop by on your way home and see, with your own eyes, the \$39.95 masterpiece.

There it is, prominently displayed in the window. No denying it's a bargain. You enter. No waiting for a salesman. One greets you as if you had made an appointment. He seems to have divined that you want a living-room suite, for while you're talking to

him about the one in the window he is guiding you to the elevator, talking all the while about the wonderful bargain, the terrific markdown, and all the things the ad in the paper had said, plus a lot more. You step from the elevator into a vast wilderness of elegant furniture. You look about blinkingly. How could you ever find your \$39.95 suite amid all this splendor? But the salesman knows his way about. He leads you confidently through the maze. At last he halts and invites you to sit down. You sit. Then comes the sales talk. Nothing is omitted in praise of the sofa upon which you are sitting. He talks rapidly, not heeding your attempts to interrupt. He shows you the price tag. Sure enough, this suite has been reduced from \$125 to \$99.95. You say it's nice but that you want to see a suite like the one in the window, for \$39.95.

If you are unusually patient and immune to insult, you may be shown the article you wish to see, but only to find, when all the unexpected charges are added, that it's not the bargain you had thought. You may even be told, for the purpose of making you vulnerable for a more expensive purchase, that it is not a good investment, that the construction is faulty. This is the invariable procedure of the unscrupulous, "gyp" installment houses. They work on the basis that every customer is a sucker—and oh, how wary you must be to escape.

The salesman soothingly eases you out of your disappointment about the ad. He understands perfectly your need of a new sofa, and he flatters you by insisting your station in life demands something better than the one you want. Before you realize it you are sitting on a sofa which has a far greater value than anything else in the store. You are shown the tag and can see for yourself that the price has been slashed from \$110 to \$79.95. He is beginning to show signs of fatigue. He has been so patient, so attentive. You feel yourself falling into the category of a "difficult" customer. Beware, now, for you are about to take another step into the web!

Once you allow yourself to succumb to this trick you're a push-over. Your ego bounces back. You decide upon a suite which you figure vaguely will, instead of necessitating your cutting down on lunch, require the complete sacrifice of that meal. But, after all, you need a sofa badly and, besides, you know many people who never eat lunch anyway.

Now comes the contract! You had no idea it would be so elaborate, so filled with fine print. You'd never be able to read it before the store closed. You glance at it and catch a couple of legal phrases you don't quite understand and, before you've had time to give them any thought, the salesman hands you a pen and points to the line where you're to sign. You hesitate. You know well enough that a smart person

never signs his name to something he hasn't read. Perhaps you'd better take the contract home and study it a bit. Indeed you had! You look up and see the expressions on the faces of members of the staff, including your own salesman. You glance at the clock. Heavens, it's past closing time! No wonder they're impatient. You sign.

The salesman says something about ten dollars down payment. You are surprised. You are sure the ad said no down payment was required. He explains that you had not bought the suite featured in the ad, which was the only one not requiring a down payment. You are embarrassed. You have only five dollars with you. The salesman condescendingly accepts it, and you leave the store with a feeling of guilt. You have spent, or rather obligated yourself for, more than you could afford. If you're inclined to be introspective, you may rebuke yourself for your lack of sales resistance. Then you begin figuring how and where you must curtail in order to meet the payments. You can manage if you're terribly frugal. After you arrive at this conclusion you may anticipate how nice the house will look. But since you stood looking in the window at that \$39.95 suite your enthusiasm has waned appallingly.

In a few days your purchases are delivered. There must be some mistake. You didn't order a lamp or a set of bookshelves or a coffee table. But there they

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are. And they're listed on the deliveryman's slip. And your bill is over one hundred dollars! You are furious. You go to the phone. You don't know the name of the salesman who waited on you, but even if you did, he'd be busy or out. You state the situation to the person at the other end of the wire and wait while your contract is looked up. At last the voice at the other end recites the list of your purchases, and the recitation includes the bookshelves, the lamp, and the coffee table. You lose your temper. You say you'll not accept the extra pieces. You even call the firm dishonest, but the voice reminds you that you signed for everything included in the list. The chilling realization that you have been made a sucker creeps over you. But too late.

From now on you must rob Peter to pay Paul, for going without lunch gives you only half enough to meet your obligation. And you must be prompt in meeting your new obligation, or you will receive insulting letters which insinuate that *you* are dishonest. You're aghast. You may even sit down and write the installment house a letter telling them what you think of their methods. No use. You signed the contract without reading it.

Your salary seems to have shrunk unbelievably. You must juggle your expenditures with increasing agility to meet the demands of the installment ogre. Gradually you take a little from every envelope of

your budget until you are noticeably falling behind in everything. Now you begin actually to *feel* dishonest. You dread the ringing of the doorbell or the sight of the postman.

Suddenly you or some member of your family becomes ill, needing a doctor and medicine. The doctor does not demand cash payment, but the druggist does. You go to the installment house and explain about the unexpected illness in your family. Will they reduce your payments? Oh no. If they did that for everyone who requested it, how could they stay in business?

Perhaps by this time you have got your bill down to half its original amount, and you feel this should convince the firm of your honest intentions. A month's respite from the drain of the payments will get you back on your feet a bit. But a moving van draws up to your door. The driver says he has come to collect your furniture. You tell the driver you have paid over fifty dollars on the furniture and intend to continue payments in a month or so, that he has no right to it. But he is hard. He reminds you that you signed a contract and in that contract was a clause regarding repossession. A bitter reminder of having signed what you didn't read!

You watch the furniture go, piece by piece, and conclude that you have paid pretty high rent for the use of it. As you close the door you look at your empty

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room and, in spite of the dismal emptiness, have a feeling of relief. Now you can get caught up! But don't rest too easily on this thought, for there may have been several more surprise clauses in that contract you signed without reading.

For example, even though you no longer possess the merchandise for which you have partly paid, a representative of the furniture store may call upon you at your place of business. He even may be loud in his demand for settlement of the remainder of your account, which you had thought closed when the furniture was repossessed. But there was a clause which stated you would remain responsible for the full amount of the purchase price in the event of repossession, said repossession being enforceable on your default of a single payment. The store representative is loud in addressing you, for he knows this will embarrass you into a desperate promise to pay. He is not content, however, with a mere promise. You will be bedeviled thus for a time, and if you hold out you most likely will find a wage assignment clamped on your salary, for there was also a clause in the contract which provided for this.

Your mental state at this point is pitiable. Not only are you being forced to pay for something you no longer possess, but added to the exorbitant amount which originally put the skids under you is an extra amount for the act of repossession and

the cost of collecting. And, worst of all, the entire mess has jeopardized your standing with your employer to the extent that you may lose your job. You ask yourself how a person of your income can possibly get along when you can't manage to buy, even on time, the things you need. This despite the fact that installment buying is a method devised for the person of small income.

You are right about installment buying. It is, indeed, a method devised for the person of small income. But it is often a snare and a delusion, for it allows the unscrupulous firm unlimited ways of bleeding a vast multitude of people who are unsuspecting prey to their tricks.

Proof of the far-reaching menace of such trickery is plainly revealed in the assertion made by Walter Ryan, credit department of Goodbody & Sons, on Broadway, Brooklyn, when Mrs. Stephen Held sought to have her payments reduced. But first let me tell you something of the case.

A representative of Goodbody & Sons had called upon Mrs. Held with an attractive catalogue. He told her to select ten dollars' worth of anything listed. Goodbody, he said, would make her a present of the selection if she opened an account. This was the "friendly" beginning of a transaction which resulted in the Held family signing a contract for over six hundred dollars' worth of furniture.

Mrs. Held had had no intention of buying so much, but the salesman made it sound so easy, and, after all, their old furniture was looking pretty worn. Besides, she and her husband, a photoengraver, were both working at the time, and so was Elizabeth, their daughter. They paid fifty dollars down and agreed to make weekly payments of six dollars.

All went well for a short time. Suddenly Mr. Held was laid off. Then Mrs. Held's employer let her go. Finally Elizabeth also was out of a job. But their situation was of no interest to Goodbody & Sons.

Sickness descended upon them. Mrs. Held underwent a major operation. Their young son Ivan, aged four, was found to have a serious cardiac condition. But still Goodbody & Sons could not be interested. Nor were they lenient.

There were nerve-wracking weeks of worry, until at last all resources were exhausted. It was not until their situation had reached this desperate state that Mrs. Held went to see Mr. Ryan. She asked him to reduce her payments to two dollars a week, just until she and her husband got back on their feet. The answer was a curt "no." She asked to see her contract. This also was refused. She lost control, began weeping, and through her tears described the misfortunes which had befallen her family since the purchase was made and once again begged for a reduction of her payments.

"We have forty thousand accounts," said Ryan. "Do you expect us to change our methods just for you? Do you want us to stop progress?"

Read again what Mr. Walter Ryan said and think it over. "We have forty thousand accounts." What he should have said is, "We have forty thousand *victims!*" And think of it! Those are the figures for only one store!

I have dwelt thus far on the purchase of household goods because it is the need of these things which drives most people of small means into the inviting, though vicious, arms of the "Easy Payment" monsters. But while I am on the subject I want to say a few words about secondhand automobiles and jewelry.

Many secondhand automobile dealers use the same tactics in duping their customers as those employed by dishonest furniture installment houses. If you want to buy a used car, the best course by far is to borrow the money from a bank, if possible, and pay cash. Otherwise keep an eagle eye out for tricky clauses in the contract, or you may be in for some costly surprises.

For example, you may be told that your contract calls for a certain amount of insurance. The cost of this will be added to the price of the car, besides the financing, credit, and other charges. Then suppose, when your car is nearly paid for, you have an

accident. You consult your dealer about the insurance policy. He may say there has never been one, that your contract did not include insurance. You check your contract and find this is true. You remember well enough that you were charged for it, but you have no proof, so you must stand the damages. The wise thing to do if you are charged for insurance is to insist upon having a policy delivered to you. Then, when your car is paid for and you have title, have the policy changed to make all losses payable to you.

Another trick against which you should be on your guard when you buy a car on time is the clause concerning repossession. Arthur Press, a mechanic, came to the Legal Clinic one day with this tale of woe. He had finished paying for his car but had fallen behind in payments on the radio he had had installed. The dealer had repossessed both car and radio. If Press had only read his contract carefully before signing, he would have insisted upon the dealer striking out that part of the repossession clause which gave the dealer the right, if there was a default in the payment for even one attachment, to repossess the whole car.

In some states the law calls for the sale, at auction, of any repossessed article. This is commonly known as the "fixed sale."

Shady installment jewelers take particular advan-

tage of the "fixed sale." For instance, suppose you have bought a diamond ring and have nearly finished paying for it when you fall behind in your payments. The ring is repossessed and the seller is required by law to sell it at auction. Someone working in cahoots with the seller buys it back at a ridiculously low price. This price (less auction expenses) is credited against the amount you owe. Most likely the amount to be credited to you is not worth mentioning, but the dealer, meanwhile, has regained the ring you bought and may well have resold it to someone else before you've even finished paying for it. This sort of thing happened to a woman who got in touch with me. She had paid the full advertised price of her ring when she lost her job. She was compelled to default. The ring was repossessed, though all she owed on it was the amount charged for financing. This shows rather plainly the unheard-of profit a dishonest jeweler may make through the installment method.

Now that you know some of the results of dealing with unscrupulous dealers, perhaps you will absorb the full importance of what I'm going to tell you.

There is no gainsaying the fact that the best way to buy anything is to save for it in advance and pay cash. However, if this has not been done and you're faced with an immediate need, the next best thing is to borrow from a bank the amount needed. There are banks throughout the country willing to make

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small loans, and their rate of interest is generally six per cent or less. The advantages of this method of buying over that of the installment plan are many.

1. There is no danger of your purchase being yanked away from you in the event of a default, for you alone have title when you buy for cash, whereas, if you buy on time, the installment house retains title to your purchase until full payment has been made.

2. There are none of the additional charges like those inflicted on you when you buy on time, such as "financing charges," "carrying charges," "credit charges," and "late charges."

3. You will not be bedeviled and humiliated to the point of losing your job, for banks do not stoop to the indignities of intimidation. It is their business to lend money, and the law both protects and restricts them.

4. In the event of unavoidable default a bank is more apt to be lenient and co-operative. If default is prolonged to a point of requiring action, the action is legal and dignified, and the time required for the procedure gives you opportunity to regain your standing.

But suppose you haven't saved any money, and the bank cannot see how your income would enable you to make the monthly payments entailed by a loan. You decide the only thing you can do is buy

on time. You know what can, and what probably will, happen to you unless you are extremely cautious. If you *must* buy on time, heed carefully the following advice:

Make sure the installment house with which you intend to deal is a reliable one. There are many ways to detect a gyp concern before you become entangled, but these are the main ones:

1. Say you would like to see an advertised article or that you want to see something at a certain price. If the salesman persists in showing you something more expensive or tries to distract you from the advertised bargain or disparages that item as a poor investment in comparison with something more costly, this is your first warning.

2. Inquire what the goods would cost if you paid cash (even though you intend to buy on time). If the difference between the cash price and the price if paid in installments is unreasonably large, you may be sure the store is overcharging you for financing and is making an unfair profit. A bad sign and, quite definitely, warning number two.

3. Ask to take home with you a copy of the contract you will have to sign. Any firm which will not allow this is, without doubt, crooked and is lying in wait to pounce on you.

4. Make certain there is no provision in the contract which entitles the seller to "add-ons." Any

installment house whose contract contains such provision intends to clap additional expenses on you, allegedly for the costs of repossession. If the seller refuses to specify in his contract a limit to the amount which may be added to cover this cost, he hopes to gyp you. Refuse to sign.

5. Look closely for signs of abuse in connection with repossession. The contracts of some installment houses are so worded that a whole article may be repossessed if or when the company is entitled to recover anything attached to it. A car, for example, may be retaken if you default in the payment of an installment on one of its tires or if there is a small balance due on its radio. No one in his right senses would sign such an agreement knowingly. Make sure you know!

If at last you find a firm which allows you to take, in advance, a copy of the contract you are to sign, *be sure* to study it closely. After you have done this and are satisfied that you will not be giving a chattel mortgage on the property you purchase, and will not be granting to the seller an assignment of part of your wages until such time as the merchandise is paid for, and will not be giving the seller a continuing claim on everything purchased even when you have finished paying for it, you must still be watchful! Make certain, when the time comes to sign your name on the dotted line, that you sign a contract

exactly like the one you studied. Otherwise you are apt to sign an agreement to all those things you have guarded against, since, not infrequently, another contract is substituted at the last moment.

In various chapters of this book you will find described many additional hazards of installment buying, but those contained in this chapter are the most common, inasmuch as they concern the sort of purchases we consider necessities.

CHAPTER II

DO YOU KNOW HOW FAR COLLECTION AGENCIES MAY GO?

SUPPOSE you have lost your job. The first few days of hunting another are not so bad. A person with your experience and clear record has nothing to worry about. You may philosophize that it was a good thing you were thrown out of work. Kept you from getting in a rut. Your next job probably will give you more opportunity to advance—a chance to lay something aside. This optimism may last until the first of the month.

Bills pile up with double speed when you're not able to pay them. Jobs are scarcer than you had imagined. You're beginning to pinch pennies in order to eat. You've written answers to innumerable ads in the papers and are now desperately watching for the postman.

At last! The postman whistles. You snatch the envelope excitedly. You tear it open. Your eyes fall upon a sentence which causes your hand to tremble. You drop into a chair. This news is too good. And to think of its coming just when things seemed darkest! You read the wonderful sentence again. It says the writer is trying to locate the heirs of an estate and that possibly you are one of them! Your fingers glide over the handsome stationery to the impressive name at the top. It's engraved. You read further. To prove your identity you must answer a number of questions. You are asked to list the names and addresses and the businesses of your closest relatives and friends. Does this arouse your suspicion? It should! Better throw the whole mess in the wastebasket and try to forget it, for this is one of the first signs that a human carrion bird is on your trail. If you don't believe it, just answer those questions!

In a few days you will receive another unexpected letter. It will be just as impressive as the one about the estate, but in a different way. It's from a collection agent. He informs you, in an authoritative tone, that one of your creditors has lost all patience with you and has placed your bill in his hands for collection. At first you take it lightly. Just one more dun, you think. You read it again. He seems to feel you are deliberately neglecting payment of your bill. He intimates that he has rights against you which

transcend your creditor's. The letter now makes you uneasy—alarms you. No telling what he could do to you. Perhaps you had better write and explain your situation. Although you hate discussing your personal affairs with someone you've never seen, you'd do almost anything to ward off additional worry. You resolve to lay your cards on the table. You write the agent a detailed description of your financial state, faithfully promising to pay the debt as soon as you land a job. You feel certain he will understand and be patient. How naïve you are!

Soon you receive a reply. This time you notice how prominently "Collection Agency" appears on the envelope. But you open it with a degree of confidence, certain that your letter convinced him of your sincerity. Why, he pretends he never received your letter! His tone is threatening. He accuses you of ignoring his "friendly" attempts to get into contact with you and implies that you are trying to "beat" your obligations. You burn with indignation. Your good intentions crumble. You write him a scathing note telling him he "can't get blood out of a turnip." You're almost glad you can't pay the debt. Of course, as yet, you are unaware of having given him a weapon to use against you. But he soon lets you know.

His next letter discloses a bewildering amount of information about you. For instance, he knows the

names and addresses of your closest relatives and friends—and he knows the business of each. He insinuates his intention of consulting them about your debt! Bitterly you recall the handsomely engraved “document” and curse your gullibility. Now you either must face the humiliation of having your misfortunes brought to the attention of your friends and relatives or beg, borrow, or steal the amount demanded by the agent.

If you fail to take action, he will adopt a more pressing policy. He will, possibly, have a representative follow you and loiter about your premises. I know cases where agencies have stationed, in front of a debtor's residence, a man or a vehicle carrying a sign which stated the debtor owed So-and-So a certain sum of money.

If this does not bring you to terms, you may receive a communication enclosed in an official-looking envelope, an imitation of a court process, to which an imposing seal has been attached. Often a debtor is so frightened by such a communication that he will resort, if necessary, to extreme methods of procuring the amount of money demanded by the agent. This is a daring trick which succeeds only because of the debtor's ignorance of the law. The agent takes a chance on the debtor's inability to detect the imitation, of course. But, even if it's detected, he knows that few debtors realize that

imitating a court's process is an illegal act and is punishable by law.

The agent is a versatile trickster. If, after the above workout, you remain adamant, you may be swamped with letters enclosed in envelopes on which appears, in bold type, "Bad Debt Collection Agency." And if this fails, there still are ways of effectively humiliating you.

For example, I know a young author who, true to professional tradition, is intermittently flush and near broke. The management of the hotel in Greenwich Village, where he lives, willingly carries him over the tough periods between checks, for his work is salable and with each sale he clears up his debts. One winter the young man was stricken with influenza. Unwisely he left his bed before complete recovery and suffered a relapse. All told, he was unable to work for a couple of months. Among many bills which fell due in this period was one for fifty dollars—owed to a printer. The printer, after mailing a few reminders of the bill, placed the debt in the hands of a collector. The author explained his situation to the agent immediately, told him to check his credit with the hotel management if he wished, explained that, since he was now able to produce again, he would be able to clear up the debt before long. But the agent was not interested in the man's credit. He was interested only in collecting the debt

as quickly as possible so as to get his fee. He knew that if the author's credit was in such good standing at the hotel that he was a permanent resident. From the moment he acquired this information he began haunting the lobby of the hotel. Every evening after dinner a representative of the agency accosted the author in the lobby. Loudly he would introduce himself and more loudly still he would make his demands. The performance never failed to make an embarrassing scene which attracted much attention. In desperation the author borrowed from a finance company enough to pay the bill. I will touch on that unpleasant sort of experience in Chapter III.

The foregoing description of the collection agent's conduct may have reminded you of a vulture hovering over some prostrate creature, avidly awaiting the moment to begin its bone picking. Indeed, there is a marked resemblance. He is a commercial bone picker who swoops, like the vulture, when his prey is financially prostrate. It is significant that during depressions, when relief rolls are expanded to the full, collection agencies spring into action throughout the land like carrion birds over a battlefield.

But don't be frightened if one darkens your horizon. His appearance does not foretell your doom. To the contrary, his success depends entirely upon your susceptibility to his tricks, your ignorance of the law, and your belief in hobgoblins. Overcome

these three weaknesses, and presto!—he deflates into a ridiculous figure. And how completely he changes face when his tactics are publicly exposed. How quickly he assumes the pose of benefactor!

The ease with which collection agencies change about was eloquently demonstrated when an article briefly laying bare their ugly methods appeared in Dale Carnegie's syndicated column. Since the material for the article had been obtained from me, I was naturally interested in the reaction. And what a reaction there was! Letters, mostly from agencies, poured in from all parts of the country. How true to form they were. The bully invariably, when his bluff is called, pretends he has been misunderstood; pretends he's a joker in a world which can't appreciate a joke—sort of a martyr.

Some of the letters feigned astonishment that such a "constructive" profession could be so misjudged. Some strove to reveal the collection agent as a protecting "big brother" to the poor little man who has a hard time paying his debts. One boasted that there are approximately four thousand collection agencies in the United States (a shocking revelation if you consider the number of small debtors required to support each of them!). Another praised their "code of ethics" (without mentioning what it was), and another described them as "respected citizens performing a useful and necessary task."

The writer of one of the letters went farther than any of the others. He was obliging enough to set out several points of advice to the debtor who is notified that his debt is in the hands of a collector. Perhaps you're interested in these points. Here they are: "Contact the collection agency. Tell him your financial condition, and he will make suitable arrangements with you for partial payment to liquidate your obligation. Bear in mind that your creditor has made every effort to collect his debt before turning it over to the collection agency. Bear in mind that your creditor is now compelled to pay the collection agency a fee for the services he renders. You will find your collection agent a good American neighbor who has a job to perform but also has a heart, and if you are in adverse circumstances, he will make every effort to co-operate with you. If you are out of a job you will find many collectors who can advise you where and how to get a position."

Now let's analyze those points!

The person who has been hired to chase and frighten you asks you to help him. He wants you to "contact" him as soon as you learn your debt has been placed in his hands and say, "Please take over my affairs. You can't possibly have my interest at heart, but I want you to divide my pittance so that you get a share, even though there's not enough to

pay my honest debts." What a fool he takes you to be!

Next he slyly attempts to make you believe the agent's rights against you are greater than those of your creditor. But don't forget, your creditor merely has passed his own rights over to the agent. The statement that your creditor has made every effort to collect what you owe him is false. Anyone in business knows he can get a judgment against you if he has adequate proof of your indebtedness. However, no court will throw a man in jail for indebtedness unless his debts are the result of a fraudulent act or a contempt of court. Neither will a court sanction the intimidation of a debtor, for it knows that such mental torture is degrading and decreases the debtor's earning capacity and often transforms a decent citizen into a public enemy. Bearing in mind the gangster methods sometimes used by the collection agencies, it would seem that a firm engaging one of them is indifferent to the resulting damage to society.

The writer of the points reminds you that a fee is paid for his "services." This, I'm sure, is gratifying to you. He describes himself as "a good American neighbor," despite the fact that the evidence he presents brands him as an interloper. His assertion that collection agencies frequently can advise you when, where, and how to get a job is rather con-

founding when you consider that there were more successful collection agencies than ever before at a time when the number of jobless had reached an all-time high.

Don't think, because of this exposé and condemnation of collection agencies, that I recommend or condone the non-payment of bills. Naturally, if you owe a bill for merchandise or services, your creditor has a right to be paid. You must make every reasonable effort to effect such payment. You must not disregard the communications he sends you, calling your attention to the debt, but should explain your situation to him with the hope of reaching an arrangement for payment satisfactory to you both. If this is impossible, however, and he chooses to place your debt in the hands of a collection agency instead of using the courts, you will save yourself much unnecessary grief and worry by heeding these suggestions:

1. Do not concern yourself with annoying or insulting communications from the agency. You are under no obligation to pay the slightest attention to such communications unless they contain notice that a judgment has been taken.

2. Guard against giving information about your personal affairs or connections when the request comes from an unfamiliar source. If you receive an impressive announcement that you are the likely heir to an unexpected windfall or that an unordered

parcel is being held for you by a transportation company, be cautious. Insist upon the sender identifying himself before you reveal any facts about yourself.

3. Do not be intimidated by an illegal form of harassing, such as an imitation of a court process or a letter enclosed in an envelope on which appears "Bad Debt Collection Agency" or the like.

4. Keep in mind that the collection agent's overconfidence in your ignorance of the law often places him in a position to be sued for damages, as, for instance, when he stations a man or a vehicle in front of your premises carrying a sign as previously described.

5. Be on the lookout for missteps on the part of the agent and you may be successful in pressing a charge by going to the proper authorities and accusing him of disorderly conduct, criminal libel, or blackmail.

6. Remember, above everything else, that the agent has absolutely no rights against you that your creditor did not have; that if he fails to intimidate you, he has only one legal course of action—to file suit. You have no cause to fear this action unless you are guilty of fraud.

7. If your creditor or the agency uses the court's process to compel payment of your debt, you must be careful to obey all court orders. Otherwise you may be held in contempt of court, a situation so

serious and complicated you will need a lawyer to guide you.

Before concluding this chapter there is a bit more to be said about the response to that article in Dale Carnegie's column. Not all the letters received were from collection agencies. Some were from people who employed them. A few accused me of encouraging debtors to evade the payment of their bills. My answer is: Knowledge of the law does not encourage lawbreaking!

A Texas dentist stated that his profession was often called upon to extend credit for services rendered and that clients frequently became delinquent. He said, "The dentist is too busy to look after delinquent accounts, so must depend on the collection agency." It would not be wise nor honorable for such a busy dentist to refuse credit to clients unless he had time to investigate their moral and financial status, but his neglect to do this does not justify his hiring an agent who intimidates an impoverished debtor.

If ever you find yourself in the position of such a debtor and are attacked by an unscrupulous collection agent, I trust, after reading this chapter, you will treat him with the contempt he deserves. If you want to show him up, to see him dissolve into a harmless pest, let him understand that you know there are limits beyond which he may not lawfully go.

CHAPTER III

REMEMBER THIS IF YOU MUST BORROW MONEY

WHAT are the emergencies that impel you to borrow money? Make a list. If you're an average person of small income, the list will be short. Sudden illness, of course, will be at the top. But after that it's difficult to think of anything important enough to warrant paying the exorbitant rate of interest demanded of a person like yourself whom the banks consider a poor financial risk. Nevertheless, the nation is filled with prosperous lending companies who cater especially to people of your means. Yes, and their catering has caused an epidemic of ill-advised borrowing which is rapidly enmeshing the small-salaried people of the entire country in debts of overpowering proportions. And comparatively few of these debts may be laid to sudden illness.

Open any newspaper and scan the advertisements or let your eyes run over the car cards of the subway, bus, or streetcar. You are bound to see headlines such as: HOW TO GET A LOAN TO PAY UP YOUR OLD BILLS, or DO YOU NEED \$100? or A SIMPLE, PRIVATE WAY TO BORROW—NO ENDORSERS OR GUARANTORS NEEDED, or WHEN YOU ARE SHORT OF CASH JUST LET US KNOW—WE WILL LET YOU HAVE IT QUICKLY! These are just a few examples of the endless variety of phrases employed to attract you.

Many of the ads contain a chart which is a masterpiece in psychology. It shows a list of twenty different loans, the amounts ranging from twenty dollars to three hundred dollars. And you don't have to be a mathematician to figure what your payments will be. It's all right there on the chart. For instance, if you want to borrow one hundred dollars and take a year to pay it back, the chart reveals that twelve easy payments of \$9.75 will do the trick. Or maybe you'd like to borrow three hundred dollars. That looks easy, too, on the chart—if you're not mathematical. Better do some figuring, however, before you take out the loan; \$45.84 is what it will cost you. That's a lot of interest to pay for a loan of three hundred dollars, particularly when you must begin paying it off immediately, at the rate of \$28.82 per month.

Can you afford it? Of course you can't. But that's what the finance companies charge.

They know they're taking a big risk in lending money to a person of your income. They simply are protecting themselves against the danger that you, and others in the same boat, will fall down on your payments. They know well enough that if you weren't such a poor risk you'd never be fool enough to come to them but would go to a bank. The tragedy is that once you resort to a finance company, although you may be driven to it by dire emergency, you are apt to become so victimized by its "easy cash" propaganda that you'll be doomed to bankruptcy or worse.

Legislation puts a degree of restraint on the finance companies' advertising, but once they have you on their list of borrowers you are subject to a high-powered campaign designed to make you a *permanent* borrower. They will send you pamphlets in anticipation of each season, pamphlets which suggest you take a vacation trip, that you buy a car or a fur coat for your wife or a lot of toys for the kiddies at Christmas. The pamphlets are so cordially worded that you'd almost think the finance companies were making you a gift of these lovely things. All you need do is to renew your loan, enlarging it just enough to cover these new expenditures. You will be allowed twenty months in which to pay, so

your monthly payments will not exceed too much those of your old loan. The finance company compliments you for having reduced your old loan so promptly. You have established your credit with them. Now they want to show their appreciation by allowing you to take a larger loan.

This is the insidious procedure which results in your living more and more beyond your means until finally, when a real emergency, such as *sudden illness*, presents itself, you are unable to borrow even from a finance company, for you've already become a maximum risk! Now what will you do?

Probably, in desperation, you'll go to another finance company and try to maneuver a loan on the q.t. No use. The lending companies have a clearing-house where a record is kept of borrowers. It takes only a few minutes to discover that you already have borrowed to the hilt. You're frustrated, but that isn't all. You've placed yourself in a suspicious position. Your predicament is worse than ever. And don't try to get out by attempting to borrow under a false name. They'll check up on you there also, and if the company suffers a loss on your account, you may have to face a criminal charge—obtaining money under false pretenses. The next step downward is the loan shark, which is about as far down as you can go.

The loan shark is an out-and-out gangster who

lends money without license. His conduct being thus illegal at the outset, his risks are naturally greater than other moneylenders'. He risks being thrown in jail. And how he makes you pay for the risk he's taking! He may charge you three or four hundred per cent, sometimes more. And he gets it! Since he employs gangster methods in lending, he has no compunction about using gangster methods of collecting.

The foregoing makes rather a depressing pattern, but it's a familiar one to the Legal Clinic. Hardly a week passes that someone does not come to me with a tragic situation which has been brought on by borrowing money the "easy way."

One touching case was that of a middle-aged couple. After using for twenty years the furniture with which they had set up housekeeping they decided to buy, on time, two hundred dollars' worth of new furnishings.

The husband was a night watchman in a department store. Although his salary was small, he and his wife had adjusted themselves to a strict budget when they were young. For twenty years they had enjoyed a secure, though frugal, existence. But alas, the installment plan got them. And the finance companies got them. And the loan shark got them! When finally they came to me they were indeed a

pathetic pair, hounded and frightened like animals at bay.

Their trouble began when a relative called to see them and sat too heavily on one of the living-room chairs. It crashed. It had been repaired many times, as had every chair in the room. Now it was beyond repair. Their twentieth anniversary was near. They decided to celebrate with some new furniture.

Not having laid aside any money, they figured they could cut enough corners to buy an inexpensive suite on the installment plan. From the moment they made that fateful decision they began slipping into a bog where each effort to escape merely made them sink deeper.

They selected a suite from an ad in the paper. No down payment required. The price was one hundred dollars. They spent an afternoon in the store, looking. They were, of course, high-pressured. They never were shown the suite advertised in the paper. They signed a contract for two hundred dollars' worth of furniture. After signing they were requested to pay a down payment of twenty dollars. They said they had no cash, would have to cancel the order. But the salesman wouldn't hear of such a thing. He suggested they go to a finance company—even gave them a card and told them who to see. In fact, he phoned and made an appointment and as-

sured them they'd have no trouble in getting the twenty dollars.

The finance company treated the watchman and his wife as if they were important people. This was bewildering. Within half an hour they were handed the twenty dollars. They signed a contract to pay it off within a year, paying \$1.95 per month.

You may think this sounds trivial, innocuous; but wait—it's just the beginning. Remember, not only is it costing them \$3.40 (the interest on the loan) in order to make a twenty-dollar down payment on their furniture, but now they have become borrowers!

Unfortunately, after a few months the wife became ill, required costly medical service. The installment payments, being larger than the couple could afford under any circumstances, now were completely out of the question. They fell behind.

The installment house grew impatient, threatening. The husband, worried over his wife's condition and harried by the installment house, had about reached the end of his rope when suddenly he received a pamphlet which promised to solve his problem. The finance company, with remarkable understanding, suggested he increase his loan enough to clear up his old bills!

He borrowed enough to bring the account up to date and to pay two or three advance installments.

This naturally made his payments to the finance company considerably larger than they had been. It was not long before he fell behind on the loan as well as on the installments. Duns and threats came fast and furious. His wife's condition was still serious.

He secured loans from two more finance companies who were careless enough not to investigate his record. Although he merely borrowed from one in order to meet the payments of another, his indebtedness increased by leaps and bounds, due to the vast amount of interest charged. At last came the "hare-and-hound" chase which drove him into the clutches of the loan shark! This individual lent him ten dollars, then, with the threat of physical violence, extracted from him the one article of value he possessed—a gold watch his father had given him on his twenty-first birthday.

When the night watchman and his wife came to see me it was barely a year after they had "celebrated" their twentieth anniversary. Yet in that brief period they had suffered more worry and fright than should be experienced in a lifetime. The installment house had repossessed their furniture, three finance companies had taken judgments against them, the husband had lost his treasured watch, and a garnishment was about to be clapped on his salary. There was only one course left—bankruptcy.

This case is not unique. It's the sort of thing that is happening all over the country, eating into the morale of the small-income class with the destructiveness of a deadly disease. If you are of that class, you will be wise to keep in mind that the only cure lies within yourself. *Steer clear of unnecessary borrowing.*

If a situation arises which calls for money you don't have, weigh carefully its urgency, then try to borrow the amount needed from friends. If this fails, go to a bank (as I suggested in Chapter I) where the rate of interest is within reason. But if the banks deem you too great a risk and refuse to grant you a loan, go then, as a last resort, to a finance company. And go with your eyes open. Refuse to borrow a dollar more than is needed to cover your emergency. Shut your eyes to the temptations to buy, by borrowing, things you do not need. Don't forget, once you succumb to those temptations, you have begun the descent which leads to bankruptcy.

CHAPTER IV

WATCH FOR THESE SNAGS WHEN YOU BUY A USED CAR

DO YOU OWN A CAR? Possibly you feel you can't afford one. Maybe your income is small and you pride yourself on being able to live within it. You often hear car owners say, "It isn't the initial cost, but the upkeep," that keeps them broke.

Suppose you passed up last year's vacation in order to have a couple of extra weeks this time. Now you have a whole month in which to forget your job—to take a trip. You've scrimped and saved in order to "travel in style." Too bad you want to go so many places that don't fall into the excursion category. Well, owning a car has its advantages, all right. You humor yourself with the notion that you'd be content with any old thing, so long as it had four wheels and could take you places.

You turn from the travel section of the newspaper to the classified ads. My! You never dreamed there were so many used cars on the market. And such bargains! Your eyes jump from one glowing catch line to another: "We have the greatest selection of used cars in town," "Last year's models at wholesale prices," "Best deal in the city," "New-car guarantee on our used cars."

Your qualms slip away. You take out your pad and write down some of the addresses. You begin telling yourself that a car is a good investment—even a used car. You decide to call on the dealer who advertises "Last year's models at wholesale prices."

You breeze up to a salesman and say you'd like to see some of the models advertised. He takes you to a dark corner. "These are all we have of last year's models . . . at wholesale prices." There are only two, and they're so dilapidated that nobody would have either of them as a gift. You mumble something about unfair advertising, but the salesman is extremely gracious. He evidently mistakes you for a rich person, thinks you're buying a used car for your servant. With gusto he leads you to one of his "prestige pieces."

It's a stunning vehicle, all right, but far too costly. You explain that you merely want something in which to go on a vacation, something inexpensive. It's difficult to make him understand what you mean by

"inexpensive," but eventually you see a car that strikes your fancy. The price is still too high, but you pause and consider. He is quick to detect your interest. The sales talk begins. The car is just what you want, he tells you, a last year's model. And it's awfully cheap, too, when you consider the wonderful condition it's in. And the firm makes such liberal allowances on "trade-ins" that you'll really be getting it for less than wholesale!

You tell him you don't have a "trade-in" and start to move on.

"Wait!" He's warming up now. He opens the door of the car and slaps the upholstery with his palm. He urges you to step in and see for yourself the perfect condition of the springs. "You can always tell the kind of a car you're getting by the condition of the springs."

You are quite taken with the car. You make as thorough an examination of it as you know how. But you shake your head forlornly. You simply can't pay so much without sacrificing your vacation.

The salesman studies you keenly. He lowers his voice to a confidential tone. He says he'll get you a discount, despite your not having an old car to turn in. He isn't supposed to do it, but he hates seeing you not get what your heart is set on. " 'A satisfied customer' is our motto."

Well, before you know it the deed is done. Come

wars, come famine, come pestilence—you are now the owner of a car! But what car?

Your hand trembles with excitement as you place the bill of sale in your wallet. You turn and take a parting look at the handsome sleek vehicle which will be driven to your door tomorrow afternoon. You step buoyantly from the establishment into the street. This will be a notable vacation!

Tomorrow is the longest day you've ever spent. You watch the clock impatiently, eager to get to your beautiful "good investment."

Five o'clock at last! You grab your hat and hurry out of the office. You arrive home breathless. You halt suddenly and gape at the car parked at the curb. A sickening chagrin clutches at something inside you. It isn't the car you selected. It's the same color and the same make, but it isn't the same model. And it isn't nearly as good-looking.

You peek inside. There's a tag attached to the steering wheel. Your name is on it. You dash into the house and telephone the dealer. You tell him he has made a mistake—sent you the wrong car. He keeps you waiting interminably while he "checks up." Finally he tells you, in a tired voice, that his records show that the car you bought has been delivered to your premises. You're so angry you can't talk. You slam down the receiver, throw on your hat, and leave the house, determined to have it out with the dealer.

How differently you are received this time. You go straight to the salesman who sold you the car and begin to tell him your trouble. He acts as if he had never seen you before. "Excuse me, I'm waiting on someone," he says.

You wait and wait. Everyone connected with the place avoids you. Not until you decide to make a scene do you get any attention. Then you are shown into the manager's office. No graciousness here. The manager is stern. He asks to see your bill of sale. You take it from your wallet and place it on his desk. You peer at it over the manager's shoulder and are astonished to see how little is written there—merely the make of the car, the color, passenger capacity, and the price paid. What a fool you've been! In your excitement you had failed to notice the absence of the model number and serial number!

The manager reads aloud the meager bit of information on the bill of sale, then asks how it differs from the car you received. You explain about the model, about the difference in appearance. Your voice shakes with indignation. He steps out of the office and returns with the salesman who waited on you. The salesman, who had been so gracious yesterday, is now patronizing, as if you were an eccentric customer who must be treated with patience. You angrily tell him and the manager to follow you to the display room, that you'll show them the car you

bought. You wind in and out among the cars, bitterly muttering fragments of the sales talk. At last you've covered every foot of the display room. No sign of your car. You retrace your steps, peering from left to right. It simply isn't there. The whole thing seems like a bad dream.

But it's no dream. It's a stark reality. You've been duped, and there's nothing you can do about it. You might as well save your time and temper and hope the thing parked at your curb will hold together until you return from your vacation.

The above is the sort of thing that has happened to many, may happen to you. The transaction is typical of the unethical dealers who clutter the newspapers with "bait" advertising.

It is not my intention to paint a forbidding picture of *all* used-car dealers nor to convey the impression that you should avoid the purchase of a used car. There are many reliable dealers, and a used car is often as worth while an investment as one right from the factory, considering the difference in the price.

But the field is so overrun with scoundrels who will cheat your eyes out, if you're not on guard, that I cannot be too emphatic in warning you to have care in the selection of a dealer. I could fill an entire book with the deplorable experiences some of my clients have had with the ones who are scoundrels. A recent case comes to mind which will not take long to tell.

Gus Mead, who often calls on me for advice, came to my office with a contract. He said he was trading in his old truck as a down payment on a new one. Fortunately he had not signed but had come straight from the dealer. At his heels was the dealer's office boy, who was to take the contract back to his boss the moment Gus wrote his name on it.

"It looks all right to me," Gus said as he handed it to me.

The contract seemed all right, with one exception. Wherever mention was made of the truck Gus was to get there was no specification that it was to be a new one. So at these points I simply wrote in the word "new." I told the office boy to have his boss initial my insertions, that Gus would sign the contract after that and not before. Gus waited in my office a couple of hours. The office boy did not return. Finally I called the firm. The boss answered. He said he would not initial my insertions under any circumstances, that there was no agreement about a *new* truck. The deal was off, and Gus was angry. But he was lucky, at that.

There are so many ways you may be gypped when you buy a used car or have transactions of any sort with people who deal in used cars that the first and most important thing to do is to investigate your dealer. Make inquiries about his reputation and honesty before you begin a transaction. Find out

how long he has been in business. Try to talk to someone who has had dealings with him. The Better Business Bureau may be able to give you helpful information, if there is one in your city.

There are two types of dealers in used cars: 1. The dealer who has a new-car franchise, who takes used cars in trade and sells them. 2. The dealer who buys and sells used cars exclusively.

Although there are reliable dealers in both classifications, I recommend the first as the safer bet. He is responsible to the buyers of his new cars and to the buyers of his used cars. He can't sell the new ones unless he sells the used ones. Consequently he will strive harder to maintain a reputation.

Even if you have taken every care in selecting an honest dealer, you will be wise to heed the following advice:

1. If you know nothing about a car, you will save money, in the long run, by hiring a good mechanic to examine the one you're interested in buying. An honest dealer will gladly allow this.

2. Read carefully any paper you may be asked to sign before you have a driving test. It is apt to be a sales contract. If a deposit is required before this test, get a receipt clearly stating that your money will be refunded if you are not satisfied. Any dealer who objects should be avoided.

3. Insist upon a written guarantee which embraces

all the dealer's verbal promises. Discount as false anything he refuses to put in writing.

4. Do not sign a contract or an agreement to buy, nor make a deposit, until you know and agree to all the terms and have made a definite decision to buy.

5. Make sure your bill of sale contains a correct description of the car (name, type, motor number, serial number, and year) as well as the accessories to be included.

6. In the event you buy a used car on the installment plan, be sure you get an itemized contract showing total cash price, insurance charges, finance charges, total finance charges, total time price of car, amount of down payment by cash or trade-in allowance, amount of balance to be financed, amount of each monthly payment, kind and amount of insurance provided. Any dependable dealer is willing to give you this protection against concealed overcharges.

7. Insist upon actual delivery to you of your insurance policy when you take the car.

8. Last but not least, make certain the dealer has title to the car you buy and see that you *get* it.

These are the main precautions you must take to avoid being made a sucker of when buying a used car. But the most important thing of all to remember is: A used car is never better than the care you use in buying!

CHAPTER V

HOW TO COLLECT A CLAIM UNDER FIFTY DOLLARS

FORGET FOR A MOMENT the troubles of the small debtor and take a look on the other side of the fence. What about the small creditor? Does anyone owe you a sum of money? The answer probably is "yes." But you're so preoccupied with your debts that you never think of yourself as a creditor. Or maybe you're one of those people who are forever saying, "I could break even, if everyone would pay what they owe me." But they don't. And you don't know what to do about it. All you know is that you can't afford to take them to court. Or rather, you think you can't.

I know an artist who falls into this group. He's a hard worker, does good work, and is kept moderately busy. Despite this, when he called on me he was on the verge of being dispossessed.

"People just don't finish paying for the work they order," he said. "They think an artist doesn't have to have any money to live."

The situation he described was commonplace. A New York dramatic school had commissioned him to design its spring booklet. The school's director bargained with him until he reduced his price from ninety dollars to fifty dollars, then gave him ten dollars to bind the deal, agreeing to pay the remaining forty dollars when the work was finished.

"I agreed to the director's price because I needed the money so badly," the artist said.

In three weeks he handed in the completed work.

"Send us a bill and our bookkeeping department will mail you a check," said the director.

He sent the bill. No check came. He sent more bills. Still no check. Finally he wrote a letter explaining how badly he needed the money. To this he received a reply—brief and to the point. "The school finds it cannot afford the expense of having cuts made of all your drawings. We have decided to use only one drawing—the one on the cover of the booklet. We feel you already have been adequately paid for what we are using of your work."

It's an example of brazen dishonesty, but not unusual. Dishonest firms and individuals have no scruples about cheating a trusting person out of a small sum, say less than fifty dollars. They're pretty

certain that no lawyer will handle so small a case and that the person they have cheated, discovering this, will go no farther.

But this artist did go farther. And he recovered his forty dollars! How? Through a suit in that part of the Municipal Court of New York City which was established especially for people like himself, whose claims are too small to warrant the services of a lawyer. In New York City this division is called the Small Claims Court, for it handles only claims under fifty dollars. In most states the justice of the peace handles the same sort of cases.

The business of the Small Claims Court is done orally. No lawyer need be used by either side. The clerk attends to notifying, by registered mail, the party you wish to sue. He also is ready to give you advice and assistance if you need it. In New York City it costs only \$1.25 to commence suit. If you win, the \$1.25 will be added to your judgment. (Wage claims require the payment of no court fee.) Cases are handled as quickly and informally as possible. Each of the parties involved states his side of the case, and the judge usually decides promptly.

This procedure is to the interest of the state as well as the small creditor. The state is benefited because the court's calendar is not cluttered with prolonged litigation over trivial sums of money; the creditor with the small claim is benefited doubly, be-

cause he is able to get the money owed him quickly as well as with slight expense.

Don't feel the above case is something special because it concerns an artist or because the amount of money involved happens to be a bit more than the amount somebody owes you. I've sent people from varied walks of life, with claims as small as five dollars, to the Small Claims Court. The results have been uniformly satisfactory.

One day, for instance, a garage mechanic came to the Legal Clinic for advice on a serious personal matter. During the conversation he mentioned having done a repair job on a man's car for which he never expected to be paid. He had made several efforts to collect, but it was only a five-dollar job, and the man kept putting him off. "Guess I might as well kiss that five bucks good-by," he said. But he didn't, for I sent him to the Small Claims Court and he collected that "five bucks"!

I could cite dozens of cases where clients have come to me for advice about difficulties caused by debts owed them and have been sent straightway to the Small Claims Court to collect those debts.

If you are distracted by debts but have lent small sums of money which the borrowers treat as gifts, or have done work for which you have not been paid, my advice to you is:

Go to the Small Claims Court! Sue for what is

owed you. Then you can pay some of your own debts and, perhaps, avoid being sued.

Of course, to win any suit, you must show convincing evidence that you have a claim. Otherwise you will gain nothing and, losing your case, will have to pay the court costs. It is sensible to take precautions, even though you never anticipate going to court. A few simple ones are as follows:

1. If you lend a sum of money, even to your closest friend, insist that he give you a written acknowledgment and promise to pay. And be sure you hold on to it. Unless you do this, it's better to *give* the money than to lend it.

2. If you do any sort of work for a person with whom you have no contract, be sure to get a written order stating the amount you are to be paid. Save it carefully. Also, save all correspondence referring to payment for such work.

3. Remember that, in New York at any rate, a debt becomes outlawed after six years if, during that period, there has been no payment on principal or interest or no promise of payment has been given.

4. Sue before there is danger of the debt becoming outlawed, even though the person owing you money is unemployed. Getting a judgment is the best way of keeping the debt alive. It will enable you to garnishee your debtor's wages if and when he is again employed. A judgment holds good for twenty

years and in certain circumstances is renewable for another twenty years.

If, in the future, you are harassed by creditors, take inventory of your debtors. Remember the function of the Small Claims Court!

CHAPTER VI

DO YOU KNOW HOW MUCH OF YOUR WAGES MAY BE GARNISHEED?

DOES the threat of garnishment scare you? Ask the average small wage earner that question and you'll find he considers it the most frightening weapon his creditor can hold over him. And don't think his fear is baseless. A garnishment is a form of attachment which only a fool would take lightly. Ordinarily it is used in connection with your wages after a creditor has sued and obtained a judgment against you. Of course it entitles your creditor to only a part of your wages. But this isn't as comforting as it may sound.

Although the amount of exemption varies in the different states, it generally is so small that it barely would keep you off the relief rolls. Some states allow as much as forty per cent of the wages of the head of a family to be garnisheed, while others allow wages as high as twenty dollars per week exempt from garnishment. There are few, indeed, in the latter

category. In the greater part of New York State weekly wages of less than twelve dollars are exempt, but in some of the cities, including New York City, fifteen dollars per week is the amount of exemption, and throughout the state only ten per cent of any non-exempt wage is subject to garnishment, for the courts of this state deem that ninety per cent of a man's salary is necessary to his support. This, theoretically, eliminates the danger of wage earners becoming public charges.

Some people think that a garnishment is worse than it actually is. For instance, a man stormed into my office one day and bellowed that three of his creditors were threatening to garnishee his salary.

"What'll I do?" he asked. "How will I be able to live? I earn only twenty-eight dollars a week!"

He believed that his whole salary would be eaten up by those three creditors, until I explained that only \$2.80 could be deducted from his weekly pay check and that his creditors would be paid off one at a time, as the first creditor who filed a garnishment was paid first and any others were paid off in the order of filing.

But the amount of money to be deducted from your salary probably isn't the thing that worries you most about a garnishment. It's the thought of losing your job, for that's what often happens. No employer is going to relish the nuisance of holding

aside, each week, that portion of your salary which the sheriff or marshal will come to collect. He resents, as unnecessary, the extra bookkeeping and responsibility entailed and feels that once you have gotten yourself into such a mess you are apt to be a long time getting out. He does what is easiest for him—fires you. And if you are fortunate enough to get another job, don't think the change gives you immunity from your creditors. As soon as they locate your new place of business they'll pounce right down on you again. You may as well face the fact. When you are threatened with garnishment you are getting uncomfortably close to serious trouble.

Of course the best way to avoid this trouble is to live within your means. But if you haven't done this, and a creditor becomes impatient to the point of getting a judgment against you, you'd better get in touch with him in a hurry, for his next step probably will be to garnishee your wages. Try to arrange a way of paying off your debt in installments, offering your creditor the same proportion of your earnings as he could seize by garnishment. Deal with him directly. If you are successful, you will save not only the sheriff's fee for collecting the garnishment but also will avoid annoying your employer. In fact, you'll be killing two birds with one stone, for, at a time like this, saving the sheriff's fee may mean saving your job!

CHAPTER VII

WHAT TO DO IF YOU GET A BAD CHECK

PASSING BAD CHECKS is popular with smalltime crooks for only one reason: it's so easy. Most people, if the occasion appears profitable, are not only willing to accept a check but are naïve enough to neglect taking the slightest precautions to protect themselves against possible fraud.

If you have never been victimized by the author of a bad check, it may be interesting, and even wise, to imagine yourself in a situation like that which brought an automobile mechanic to the Legal Clinic.

Suppose you're the mechanic. It's Saturday, and you're to have the afternoon off. Just as you are ready to quit work a car pulls into the garage. The occupant says he would like you to make a couple of minor repairs. He's in a big hurry.

It's a chance to make some extra money on your own time. You examine the car and say you can fix it in a couple of hours. He gives you his address, apartment number and all. He wants you to deliver the car.

You finish the job within the time promised and drive to the address given. It's a nice apartment building. You take the elevator to the fourth floor and ring the bell of apartment G. The man compliments you on your promptness. How much does he owe you? Five dollars. He opens his wallet and brings out a check. He says something about having been unable to get to the bank before it closed. You look at the amount. Eleven dollars, payable to bearer. You mention that it's for six dollars more than the cost of the repairs. He says, "Give me five dollars and we'll call it even. It's worth an extra dollar, getting my car back so soon."

Six dollars for a couple of hours' work is not bad—if you can get it! You accept the check, give the man five dollars, and take your leave with profuse thanks.

That night your wife sends you to the grocery store. The grocer knows you, lets you pay for the groceries out of the check. Of course you must endorse it.

By Tuesday you've forgotten all about it. But when you get home from work your wife is upset.

She tells you to go to the grocer at once, that the check you gave him Saturday was no good!

You have to pay the grocer eleven dollars. But he's sympathetic, asks if you know who gave you the check. Oh yes, you remember who gave it to you. You even know where he lives. You'll get your money, all right—you hope.

Next day on your lunch hour you hurry to the "nice-looking apartment building" and ring the bell of apartment 4-G. Nobody home. You look at the name on the check, then go to the switchboard operator.

"Can you tell me when Mr. Granger will be in?" you ask.

The operator looks blank.

"Granger? Nobody here by that name."

Your heart sinks. You decide to try again on your way home from work. The operator could be mistaken. This time you don't speak to the operator but go straight to the apartment on the fourth floor, as if you really thought Mr. Granger lived there. You press the bell. The door opens. Your heart jumps back to its normal place.

You ask if he remembers you. He smiles and says he believes you're the man who fixed his car. You hand him the check which has "No Such Account" stamped across it in red ink. The smile leaves his face.

"What's this?" he asks.

"It's the check you gave me," you explain, "for the work I did on your car. It's no good."

He looks puzzled, says he never saw the check before, that you must be mixing him up with someone else. You try to repeat the conversation that took place when he gave it to you, but your indignation makes you stutter. He's austere now, as if he thinks you are trying to put something over. He tells you he knows no one named Granger, that his name is Johnson. Furthermore he clearly remembers having paid you with a five-dollar bill.

You're angry. You call him a crook. But it does no good. He tells you to clear out or he'll notify the police, then shuts the door in your face. You leave the building cursing. A fine state of affairs—a crook telling a law-abiding citizen he'll notify the police!

You march straight to a cop and tell him your story. How disappointing! He studies the face of the check, then the back. Finally he hands it to you, shaking his head. You expect a cop to be more helpful. You tell him so. He looks at you pityingly.

"You ought to know better than that," he says. "You didn't have him endorse it."

"But it's made out to 'bearer,' " you argue.

"How can you prove he gave it to you?" he asks impatiently. "Next time someone gives you a check be more careful."

The question is, will you be more careful the next

time? After this experience will you have learned that a check from a stranger, no matter how reliable the stranger may appear, is something to suspect rather than trust? I hope so. When you accept a check from a person whom you know nothing about you should assume that it is more apt to be bad than good and take every precaution to protect yourself against fraud. No one but a crook will object to your precautions. Here's a list of the important ones:

1. Never accept in payment of a bill a check made out to "cash" or "bearer" unless the check, before it is handed to you, is endorsed by someone you know. Such endorsement will enable you to sue the endorser or have him properly punished if the check is returned for any reason indicating the deal was fraudulent on his part.

2. Do not accept a check in payment for merchandise delivered, even though it's properly made out, unless you are completely satisfied as to the purchaser's reliability.

3. If, for any reason, you accept from a person you know a check written by a person you don't know, made payable to someone you don't know, make certain it is properly endorsed both by the unknown payee and the person from whom you accept it.

4. Whenever you accept a check from a stranger whose endorsement is required, make him write his

address beneath his name. And be careful to ascertain the correctness of the address.

If you heed the above advice, you stand a good chance of never being a "hot-check" victim. If you ignore it, the chances are you will be just that.

CHAPTER VIII

WHAT TO DO WHEN YOU FIND A SUM OF MONEY

TEN CHANCES TO ONE, if you find a sum of money you will do the wrong thing. Oh, you'll no doubt do what you feel is honest, but still you probably will be wrong from a legal standpoint. Most people are.

For example, suppose you're coming out of a theater and there on the lobby floor, in plain sight, is a twenty-dollar bill. You blink and pick it up quickly before someone else spots it. What a break! You certainly can use an extra twenty dollars. But you are honest. You cogitate. You decide your pleasure would not be as great as the woe of the person who lost it, so you ask to see the manager of the theater. You hand him the bill and bask in the sunshine of his smile, for we like to have even a theater manager appreciate our honesty. It doesn't occur to you that

he thinks you're a fool. You may, on second thought, give him your name and address, just in case the loser does not return to inquire about his loss, although you're sure he will. You leave the theater with a feeling of having done your boy scout's deed for the day, without dreaming you have perhaps made the theater manager a present of twenty dollars.

I am not recommending that you pocket the money and scoot away from the theater, hoping no one will grab your shoulder and perhaps call you a thief. Only a dishonest person would do that, and he would deserve every bit of discomfiture and embarrassment which might result from such a course of action.

No, do not run away. Your first impulse was correct. You were perfectly right in going to the manager, but from that point you went haywire. You should never have given him the money, even if he had insisted, even if he had claimed to have known the person who lost it. Neither should you have revealed to him the amount of money you found nor the denomination of the bills, if there had been more than one. You should have said, "I have found a sum of money"—that's all—then given your name and address with a statement of willingness to turn over the money to anyone who could properly identify himself as the owner.

But suppose you find the money in a taxi. You

should say to the driver the same thing you said to the theater manager, "I have found a sum of money," and give him your name and address, stating your willingness, as above. But do not, under any circumstances, tell him the amount. He may say he knows who his last fare was and may even insist upon driving you to his address to find out if he lost the money. But do not be taken in by this device. Once a driver gets his hands on what you have found, neither you nor the person who lost it is apt to see it again.

Thus far you have more right to the money you found than anyone else. Hold it tightly!

If the taxi driver performs his duty properly, he will give your name and address to his employer, who will, in turn, notify the police. Then, perhaps in a few days, a representative of the police department will pay you a call. He may demand that you place what you found in the custody of the police department where it will be in safekeeping for at least a year. But keep holding tightly, for you are not compelled to give up what you found to anyone but the rightful owner, and until that owner appears your right is superior to anyone's, even a policeman's. And again, be sure not to reveal the amount.

Now you have a duty to perform before you may call the money your own. You must run an ad in the Lost and Found column of your local newspaper.

Here you merely mention having found a sum of money and state where you found it. If the owner presents himself, you may deduct the cost of the ad from the money. If he does not present himself, you are entitled to keep the money.

In the event that you find a sum less than the cost of running an ad in a Lost and Found column, for heaven's sake put it in your pocket and forget it. You will thus save yourself and others a lot of trouble. Honesty is sometimes strained to the point of becoming a public nuisance as well as an expense, as was the case when a New York postman found a nickel. This postman was so honest that he turned the nickel over to his superior. His superior was an honest chap also and refused to accept it, insisting the postman take it to a policeman. The policeman suggested the nickel be taken to the police station in the neighborhood where it had been found. The last I heard, that nickel had cost the City of New York over twenty dollars and still the owner had not been located.

Now suppose you are freshening up in a public rest room and your eyes fall upon a glittering object on the ledge of the washbasin, a ring. You examine it and find it to be of value. Do not give it to the attendant nor to the manager of the establishment nor to anyone except the person who is able to identify himself as the rightful owner. Your conduct

in such circumstances should be much the same as if you had found a sum of money. The conscientious thing to do, in any case, is to notify the police of your find, for it is to them the loser will most likely go for information. The law insists that you make a reasonable effort to find the rightful owner. Either run a Found ad in the paper or watch the Lost ads for a couple of weeks. If the loser advertises an offer of reward for the ring you found, this sum must be paid to you when you return the ring, for such advertised offer is binding between loser and finder. If the loser does not appear after you have made a reasonable effort to locate him, you may keep the ring. But you must take good care of it. You must not damage it in any way nor pawn it nor sell it. If you wear it, and the owner should happen to recognize it as his property and gives adequate proof that it is his, you must forfeit it. Not until six years have elapsed does the article you found really belong to you. This is the law!

I cannot emphasize too much the importance of proper conduct on the part of a person who finds an object of value. The following incident illustrates how much unnecessary grief and trouble may be caused when the finder does not abide by such rules.

On a morning about a week before Christmas Mrs. Angus Robertson of Boston got into her car and drove to town. The day was devoted to shop-

ping. She went to quite a number of stores. It was not until she returned home and was changing her dress for dinner that she made a shocking discovery. Crossing the room to turn on the light, she ran her fingers over the bosom of her dress to unfasten her pin. It was gone! She searched her wraps, the house, the front walk, and at last the car. But no sign of the pin. She tried to recall each store and counter at which she had made a purchase. Impossible! Frantically she dashed to the telephone and called the police, gave them a detailed description of the pin. No such article had been reported. It was a grievous loss, for the pin, aside from being a beautifully cut cameo, was also a family heirloom; it had been given to Mrs. Robertson's great-grandmother by a noted European statesman. Weeks passed with no response to her advertisements and no word from the police. Then one day, while shopping in one of the big department stores, she remembered having been in the same store the day the pin was lost. An inquiry would do no harm. She asked to be shown to the president's office. She told him of her loss. He drew a small object from the drawer of his desk.

"Is this your pin?"

It was, by a stroke of luck! Certainly not a person involved had observed the simple rules of proper conduct required of a finder.

The next time you find a sum of money which gives you pause, remember to do these things:

1. Either notify the police of your finding or inform some person whose duty it is to give such notice.

2. Keep mum as to the amount and denomination of the bill or bills.

3. Advertise in the Lost and Found column of your local newspaper.

4. Give what you have found only to that person who can identify himself as the rightful owner.

If you do these four things and the owner does not present himself, you may sing with a clear conscience, "Finders keepers!"

CHAPTER IX

CAN YOU ARREST ANYONE YOU PLEASE?

"STOP! Thief!" You scramble through the crowded store entrance and dash down the street after a man wearing a gray fedora. He's a fast runner, but so are you. You're gaining on him. He heads for a bus!

"Stop that thief!" you shout. Others join in the chase. He's about to leap on the bus when a bystander makes a flying tackle which sends him sprawling on the pavement.

A policeman cuts through the crowd.

"Officer! Arrest that man!" you gasp. "He stole my wallet . . . two hundred dollars!"

"You arrest him. I'll assist you," says the officer.

You're a little irritated. This is no time for levity. You have two hundred dollars at stake. By the time you reach the man with the gray fedora nearly every-

one in the neighborhood has taken a crack at him. He is bruised and angry, and his gray fedora has been trampled on.

"Quick, Officer! Search him. That two hundred dollars . . . it's all the money I have!" You're out of breath—excited—almost babbling.

The cop pushes the crowd away from the man and helps him to his feet. The man curses violently. He grabs his crumpled hat and pokes his fist in it. He mutters some highfalutin phrase like "gross indignity," which sounds ridiculous from one so battered and dirty. The crowd has given him a severe trouncing. Now they're gathering close while the cop searches him.

He doesn't want to be searched. He tries to resist. The cop speaks roughly. He finally gives in, looking grim and disdainful. The search seems endless. At last, the wallet! No, it isn't yours. Yours had metal corners. This one is plain. And there's only a ten-dollar bill in it. Oh, the dog! He must have thrown your wallet away when he saw he was going to be caught! You make a lunge at him, but the cop steps between you.

"Are you sure this is the fellow?" he asks.

"Positive!" You describe how you were jammed right next to him in the crowded entrance of the store, how you felt someone fumbling inside your coat; then you discovered your wallet was missing

and saw him go running up the street as fast as he could go. "Oh, he's the one, all right. I'd recognize him anywhere. Same hat and everything."

"He's the one, all right," says a bystander.

"That's him," chimes in another. And a chorus of "eyewitnesses" sing out, "We saw him!"

Now, accompanied by the policeman, you take the man to the police station. You file your complaint. You swear before the police sergeant that this man stole your wallet containing two hundred dollars. The man denies the charge, but that makes no difference. That is, not until the door swings open. You turn and see another cop enter, accompanied by two men. Just another arrest, you think. Then you start. One of the men is wearing a gray fedora! The cop shoves him past you and tosses several articles on the desk before the sergeant. You stare at one of the articles. It's black leather—with metal corners.

"That's my wallet!" you exclaim.

Yes, it's your wallet, all right, and your two hundred dollars is intact. But two hundred dollars isn't a drop in the bucket to what it may cost you to get out of the mess you're in. Unless you are lucky, the man you arrested will sue. And for plenty! And he will not only win his suit but you will have to pay court costs as well. That's your penalty for arresting the *wrong* person.

Don't let this example of false arrest frighten you

out of doing your duty as a citizen. By all means, if you see a person committing a crime, you should either arrest him or have him arrested. But you must be *sure* that you saw him commit it. Don't base your conviction on the fact that he wears a certain color hat or suit or anything that as reasonably could identify a dozen other people. If possible, get a policeman *first* and let him do the arresting. A policeman may, without being held for damages of false arrest, arrest anyone he suspects of a crime or anyone he considers is behaving in a suspicious manner. But he will not arrest anyone on your suggestion unless he has grounds for suspicion. He merely says he will "assist" you, which means that you must prefer charges and assume full responsibility.

A woman came to my office one day and asked what she could do to be protected against her husband from whom she was legally separated.

"I think I should have him arrested," she said. "Ever since the court signed our separation order he has followed me about, bothering me in the street. He makes such a commotion in front of my home that I keep having to move from one place to another because of the embarrassment."

I advised her that if her husband's behavior amounted to disorderly conduct she should demand his arrest by any policeman.

"If, however, the policeman does not feel his be-

havior amounts to disorderly conduct, you must arrest him yourself," I said. "Ask the policeman to assist you."

The expression of grim satisfaction on her face as she rose to leave made me feel a few words more would be advisable.

"Of course, if you are unable to prove your husband guilty of the charge, you may be held for false arrest."

She looked at the floor thoughtfully for a moment, then arched her eyebrows and departed.

Yes, you can arrest anyone you please, if you have a policeman assist you. But remember, unless you are *sure* the person you arrest has committed a crime or can prove his actions toward you have made your situation unbearable, you subject yourself to an action for false arrest. And that's no laughing matter!

CHAPTER X

THINK THIS OVER BEFORE YOU PUT UP CASH BOND FOR A JOB

SUPPOSE you are just out of high school or college. You're eager to get into something that offers a future, a chance to climb. You are young enough to be willing to start at the bottom and work up. But it isn't easy to find any sort of job, particularly one with a future. You study the Want Ad section of the newspaper. You see this:

AMBITIOUS YOUNG MAN WANTED.
NO EXPERIENCE NECESSARY. MUST
BE HARD WORKER, RELIABLE.
OPPORTUNITY TO BECOME JUNIOR
PARTNER IN FIRM.

*See Mr. Wallace,
Room 601, Midtown Building.*

Sounds as if it were made to order! You make a mental note of the address and the name of the man you're to see. Better hurry. There will be plenty of applicants for a job like this.

You step from the elevator at the sixth floor of the Midtown Building and pass excitedly down the corridor, casting your eyes from left to right. You pause a moment before entering room 601. The name on the door is disappointing. TOP NOTCH LAUNDRY SERVICE.

You enter. The office is better than you expected, has a slight air of importance. And Mr. Wallace—so has he. He invites you into his private sanctum with impressive solemnity. He sits in a swivel chair and clears his throat.

"Be seated, son."

You perch yourself on the edge of a straight chair opposite Mr. Wallace. He begins the conversation, begins by asking questions. How did you happen to come to him? What kind of a job are you seeking? How much schooling have you had? What salary do you expect?

You tell him you saw his ad in the paper, that you are willing to take any job that offers a future, that you graduated from high school and had two years at college, and that you will start at any salary if you're promised a raise when you've shown your mettle.

He's still solemn. He lets you see that the selection of a future executive is a serious matter. You try to let him see how seriously you want to be one. He notes the expression on your face, studies you thoughtfully. Then, as if by some divine instinct, he decides you are the man he's been looking for!

He asks how soon you can begin work.

"Right away!" you exclaim.

"Splendid," says he and smiles expansively, as if he felt your coming together was an act of Providence. You feel pretty happy too. You ask what your duties will be.

Mr. Wallace straightens himself in his chair. He places both hands firmly on the desk, looking at you from under his eyebrows. He says he's going to start you off in an unusually responsible position, the sort of position he seldom entrusts to a person who has not been with the firm at least six months. In your case he's relying completely on his ability at sizing people up. You're to begin work tomorrow—in the collection department of Top Notch Laundry Service!

Now comes the hitch. Since you will be called upon to handle a great deal of the firm's money, the firm requires that you put up a cash bond of one hundred dollars. It's a small amount, considering the large sums you'll be handling. And Mr. Wallace assures

you that it's nothing more than a gesture of "good faith" on your part.

You consider it a pretty big gesture. Your hope of being a "junior partner" dwindles. An awkward silence settles on the desk between you and Mr. Wallace. He's waiting for you to speak.

"I . . . I'm afraid I can't put up the bond."

How disappointed he looks. He thinks he's made a mistake in "sizing up." You hurry to correct the misunderstanding.

"I mean I don't have the one hundred dollars."

He's relieved. He understands. In fact, he admires your prudence. He didn't expect you to be carrying that amount around with you. Tomorrow will be soon enough. You may bring it to his office when you report for work. He rises, grips your hand, and gives you a paternal pat on the back.

The reception room is nearly filled with young men, and as you pass among them to the door you notice the envious expressions on their faces. You feel important. You don't realize that each of the young men, in his turn, will feel the same way.

Now the only thing standing between you and a wonderful job is one hundred dollars. Perhaps the family will help you out. You bring the subject up at the dinner table. No one has one hundred dollars. At least, no one seems to have. And no one likes the name of the firm. You're on the defensive. What's in

a name? You give your big "opportunity" a big build-up. Finally the family agrees to pool what they can spare. That, plus your savings account, makes the one hundred dollars.

Next morning you report for work, abounding with ambition and high spirits. What a job! Your time is practically your own. You must report at the office only once a week, to hand in your collections and pick up the next week's list of bills. You're to be paid on a commission basis and will collect a bonus for yourself on each new account you bring to the company. You're so proud of having put up that cash bond you're about to burst. Gives you the feeling of already being an executive! That's how you feel—the day you begin.

The week is the longest, most depressing one you have ever put in. And without profit. You're appalled by the company's inefficiency. You've spent several dollars on carfare and have nearly walked the soles off your shoes, but not one bill have you collected. The addresses have all been wrong. Some even were vacant lots. You must report it to Mr. Wallace.

You drag yourself down the corridor of the sixth floor, weary and low-spirited. You put your hand on the doorknob of room 601. It doesn't turn. You jiggle it. Then your eyes jump up to check the number—601, all right. You try the knob again. A sudden

foreboding twists inside you. You stare at the frosted-glass pane. It's clean. No sign of TOP NOTCH LAUNDRY SERVICE!

You pace confusedly up and down the corridor. The hundred dollars! How will you get it back? You run to the elevator. You must find the superintendent!

No use. The superintendent can't help you. He may tell you that a man named Wallace rented a furnished office for a month and cleared out in a few days. But he won't know where he came from nor where he went nor whether the name Wallace was an alias.

You may as well get used to the fact that you've been swindled. There's little or nothing you can do about it, except to see that it doesn't happen again.

The above is an example of one of the bolder methods used by the cash-bond swindlers. Another less obvious but equally popular method was experienced by a lad who recently came to my office.

He had been working for several weeks as bill collector for a milk company. He, also, had been required to put up a cash bond of one hundred dollars. He was one of many collectors, each of whom had a special route. In contrast to the foregoing case, this firm had a real business, which made actual collections possible. Payday was semimonthly. Collections were supposed to be turned in two days

before payday. This lad received his first pay without a hitch. Two days before the end of the month he turned in his two weeks' collections. But when he returned to pick up his wages the birds had flown. The firm had gone bankrupt!

If you would avoid being taken in by these swindlers, you must adhere strictly to three simple rules:

1. When the job you are offered requires you to be bonded, go to a bonding company. And make sure the bonding company is supervised by the state.

2. Insist on your employer paying the cost of the bond. Any reliable firm will agree to this. Be suspicious of the one that refuses.

3. Do not, under any circumstances, put up a *cash bond* for a job but consider the mere mention of it your cue to exit!

CHAPTER XI

IF YOU'RE INJURED IN AN ACCIDENT . . .

OH, YOU'RE A CAREFUL DRIVER, all right. You always keep your eight-foot distance from the car ahead. You never pass another car on a curve nor park within twenty feet of a fire hydrant nor go through a stop signal. In fact, you've driven a car since you were old enough to obtain your driver's license, and you've never had an accident!

That's fine and dandy. Too bad, however, that your own carefulness does not immunize you against highway disaster. Negligence on the part of only one driver may cause a collision. The fact that you have thus far escaped such a driver is simply your good fortune.

If you're smart, you will bear in mind that your fortune may go suddenly in reverse and will prepare

yourself for such an emergency. Otherwise someday you may be an invalid, unable to pay for necessary medical treatments.

For instance, suppose you are driving along a highway at a speed conservatively within the regular limit. You're nearing an intersection. The light's in your favor. You keep your speed and are about to make the crossing when a truck lunges in from the side road. You crash. The impact throws you from your car to the pavement. You're stunned for a moment. You sit marveling at your narrow escape, with merely a cut in the face caused by a piece of flying glass. Of course you feel shaken up. But that's natural.

The truck driver is very considerate. He rushes to you and asks if you're badly hurt. You're no sissy. You say you're all right, except for the cut. You're more concerned about the condition of your car than yourself. It's pretty badly smashed. The truck driver offers to take you to a hospital. The cut may need a few stitches.

"Don't worry about the car," he says. "The company carries insurance to cover this sort of thing." He helps you to the truck. Before you get in you jot down his license number—just a precaution.

You feel silly entering the hospital. No, you don't want a private room. You can't afford it. The ward's good enough. The cut isn't serious, even though a

few stitches are necessary. The doctor advises you to stay in the hospital a few days, to get over the shock. You agree. But you so insist there is nothing wrong with you that he makes only a superficial examination. You don't want a big doctor bill which you would not be able to pay.

In a couple of days the hospital begins palling on you. You're eager to get out and see what's being done about the car. The nurse announces there's someone to see you. It's a representative from the insurance company. Nice fellow. Asks how you're feeling. Says he's here to relieve you from worry about your car. The insurance company will see that it's put in perfect condition, also will pay your hospital and doctor bills, and intends to give you twenty-five dollars for the inconvenience you have suffered. This is like manna! Lucky the person with whom you collided was properly insured.

The insurance man asks how soon you expect to leave the hospital.

"Today!" you shout.

You ask when your car will be ready.

"Within a week," he says. Then, unfolding a document before you, he hands you his pen. "Now, if you will sign this paper, I'll go to the office and settle with the hospital and the doctor. And here's your twenty-five dollars, cash."

You beam and take the pen. You glance at the

paper—a statement releasing the insurance company from further obligation. You sign.

Your car is delivered within a week, in fine shape. But somehow you don't feel right. You're so nervous you don't dare try to drive. There's a dull ache inside you which seems to be getting worse instead of better. You try to believe it's muscle strain but finally become alarmed and go to a doctor. This time you get a thorough examination. You have an internal injury which demands an immediate operation!

The operation most likely will be successful. But there is always the chance of serious complications. Whichever the case may be, you must pay the costs. The twenty-five dollars you received seems trivial. No wonder the insurance representative was so concerned, so eager to relieve you from worry! Too bad you signed that release so soon.

Yes, that was a mistake. But it wasn't the only one you made. Even if you hadn't signed the release, you would have had a hard time collecting damages. Why? Because, at the time of the accident, you failed to do the things necessary to prove you had a case. The truck driver might have claimed the accident was caused by your negligence, rather than his own, and you would not have had the facts to convince a jury he was wrong.

Of the many clients who have come to me as the innocent victims of accidents, I can call to mind only

one who had the forethought to take the proper precautionary steps at the time the accident occurred. He, in contrast to the others, was able to sue, with gratifying results.

This chap, in his middle twenties, was an expert typist, having won state contests for speed and accuracy. His efficiency enabled him to earn an unusually good salary as a secretary. He was employed as such at the time of the accident.

He had been away on a week-end holiday, was returning to the city by bus. It was midsummer. He sat next to a window in the rear of the bus. All the windows were open. Resting his elbow on the window sill, he opened a book and began reading. The bus was late leaving the terminal. The driver tried to make up the lost time by stepping up the speed and cutting corners at a good clip. As the bus swung round a bend onto the main highway a scream of pain came from the rear seat. Tires screeched on the pavement. The bus stopped. The young secretary groaned as the passengers crowded around him. His arm was broken. The bus, making the bend at high speed, had thrust him with great force against the side of his seat, causing his elbow to slip beyond the edge of the window and crack against a signpost.

Although his arm needed immediate attention and the nearest town was several miles away, he refused to allow the bus to leave the spot until he had jotted

down all the data he could think of. He asked the man sitting next to him to make a rough sketch of the road, showing the curve, the signpost, the tracks of the bus, and even the bus itself, at the point where it had stopped. He had the man make a note of the fact that there were no protective bars on the windows, that the painted warning sign in the front of the bus was peeling and discolored. The approximate speed of the bus also was noted. The signatures of all the passengers, as well as that of the driver, were obtained.

It was nearly a year after the accident when the chap came to me. He had lost his job and felt he would never again be able to earn such a good salary. The compound fracture of his elbow had impeded his speed at typing.

He had held off accepting settlement from the bus company's insurance agent. He wanted me to advise him what to do. Should he accept the few hundred dollars the agent offered or should he sue? I not only advised him to sue but sent him to a young attorney who I knew would be interested in handling the case. He won damages well into the four figures! This, however, would have been impossible but for his care at the time of the accident.

Decide for yourself which of the two foregoing situations you would prefer if you were injured in an accident. If your choice is the latter, you can't

shut your eyes to the possibility of your being in one simply because you yourself are an expert driver. You must anticipate the contingency and prepare yourself for it. Learn by heart the precautions you must take to safeguard your interests. The following precautions are the most important ones:

1. If there is no policeman at or attracted to the scene of the accident, make an effort to secure one. He is accustomed to describing accidents and will record important details which would escape you.

2. Be sure to get license numbers of all cars involved.

3. Obtain names and addresses of as many witnesses as possible.

4. Draw diagram of the area where the accident occurs, showing position of vehicles.

5. Describe carefully the condition of the pavement, weather, visibility, temperature, and the time of day.

6. Consider no detail too insignificant to jot down.

7. Do not sign a settlement before you've had adequate time to ascertain the extent of your injuries. In New York State you are allowed three years in which to start suit against a private individual or corporation, but if suit for damages is against New York City, you must file a claim within six months of the occurrence of the accident, and if your claim

is rejected, you must start suit within a year of the occurrence.

Remember, the smart, careful driver prepares himself to cope with the damages inflicted by the reckless ones.

CHAPTER XII.

THINK TWICE BEFORE YOU ACCEPT A GIFT OF LAND

THE CITY is an alluring symbol of achievement to those whose lives are rooted elsewhere. But to the thousands of families huddling in tenements and cramped second-rate apartment houses it's merely a synonym for dirt, hubbub, and congestion. The fairest dream of these metropolitan cliff dwellers is to own a piece of property, no matter how small, where they may have a patch of lawn, a tiny garden, and a chance to look up at a dustless, smokeless sky. And it is this dream which makes them easy prey to land swindlers.

Put yourself in their place. Suppose you've lived for years in small apartments of one, two, or maybe three rooms. The nearest you've come to God's green earth, except for occasional walks in the park, has been your window box. You're just an average person having no particular talent. Your salary, though

small, is probably as large as it ever will be. You don't expect much of the future. But you do earnestly hope that before Junior has been stifled, as you've been, your dream of owning a spot of land will be fulfilled. This hope is in the back of your mind while you're looking through the Sunday paper. And lo! What's this you see?

FREE LOT!!!

You will receive a FREE LOT with every lot you buy in this beautiful new development!!!

The rest of the ad describes a proposed project which sounds like a veritable Utopia. But there's only a limited number of lots. You must act quickly. Cut out the coupon. Fill in your name and address and mail it at once to the Marvel-View Realty Corporation. A representative will call on you and explain the details.

Seems almost too good to be true. You can't go wrong sending in the coupon. You cut it out, fill in your name, and hurry to the mailbox before your wife gets home from church. You won't mention anything about it until you know more of the details.

In a couple of days the representative calls. He arrives soon after dinner, catching you and your wife in a good humor. He's well fortified with photographs, blueprints, and architect's drawings. He

spreads them on the floor. He begins an eloquent description of the project. How wonderful it must be! And the drawings, showing what the community will look like when completed, stir up your longing to escape from the city. Certainly this is the way God intended people should live. Rather timidly you ask the price of the lots.

They range from fifty dollars to three hundred dollars. And don't forget, with each one you buy, you get one free! You cast a glance at your wife. She's impressed, all right. Presently you both are crouching over the blueprint, asking the representative about the location of the school, the railway station, and the shopping district.

"How large are the fifty-dollar lots?" you ask.

"Twenty-five feet by one hundred feet," is the answer.

Your eyes swing from the blueprint to the architect's drawing. You point to a spot which appears convenient to the station, school, and shopping district.

"If we buy this lot, may we have the one next to it free?" you ask, indicating a fifty-dollar strip with your finger.

The representative looks sad. He says you have expensive taste, that you've chosen the most desirable location in the whole project. He's not allowed to sell less than two lots to a person in this area.

However, if you wish to buy two, you may have the two adjoining ones free. This will give you a frontage of one hundred feet. "Just like an estate."

You look at your wife. She's still interested. In fact, she's eager to close the deal. You go into a huddle. Your wife leaves the room for a moment and returns with your savings-account book. You've saved nearly two hundred dollars against a rainy day. How lucky!

In a few minutes you bid the representative good-by. You've given him a deposit of five dollars. He'll be back tomorrow for the rest. Then he will present you with a deed to the property. You stand in the doorway gazing at your receipt. Property owners at last!

Next evening you anxiously await the return of the representative. He arrives on the dot. Before handing him the ninety-five dollars you drew from your savings account you ask when it will be possible to see your property.

"Be at the Central Bus Terminal Saturday morning at eleven o'clock," says he. He takes a number of cards from his wallet and hands one to each of you. With satisfaction you read:

Round-Trip Ticket
to
MARVEL-VIEW

"We've chartered a bus," he says. "There will be a big sign saying, 'MARVEL-VIEW.' You can't miss it." He unfolds two impressive-looking documents. Your hands tremble excitedly when you sign. He signs with a flourish, and his signature, though you can't make it out, looks extremely professional. Now you give him your ninety-five dollars. Ceremoniously he places one of the documents in your hand and tells you that you are now the owners of property in the most exclusive section of Marvel-View! Of course you've never bought any sort of real estate before. So you clasp the paper to you, more thrilled by what you think it represents than you've ever been in your life.

Saturday comes at last. You leave work early in order to meet your wife at the bus terminal at eleven o'clock. She's been there since ten-thirty. Wanted to be sure of getting a seat. There's a strained expression on her face. You ask what's the matter.

"I can't find out anything about our bus," she says. "There isn't a single sign anywhere, and not one of the guards has heard of a bus being chartered for Marvel-View."

You tell her to stop worrying, that the bus probably will be along any minute. You take a seat where you can see all the buses as they come in.

No telling how long you will sit there before you become alarmed. But eventually that's what you will

be. Then you will chase frantically from one guard to another. They'll all say the same thing: "Never heard of Marvel-View." You'll show them your round-trip ticket. They'll say, "Never saw a ticket like that before."

But you can't wean yourself from wishful thinking. You're sure you have made a mistake, perhaps gone to the wrong terminal. Not until you return home and make a thorough search of your papers for the address and telephone number of MARVEL-VIEW REALTY CORPORATION do you realize the dreadful truth. No address or telephone to be found. But the coupon you cut from the Sunday paper—where did you send that? You remember, but with a sick feeling. You addressed it to a post-office box!

It's a sad story, but not unusual. It is merely one of the many filthy tricks constantly being played by land swindlers. In some instances you may come out of a deal with one of these parasites with an actual piece of property. But don't think you'll be any better off. I know a man who did this, and he's still cursing his misfortune.

He had bought a ten-cent chance on a lot which was being raffled off. He won. The lot was twenty-five feet by one hundred feet. It was in a restricted neighborhood in a suburban town. Soon after the man obtained title to this prize he was notified that the rear end of it descended into a swamp. The swamp

had been found to be a breeding place for mosquitoes. The town council had decided the swamp must be filled in. The lucky owner, of course, must share the expense. Next he was required to lay a sidewalk. It was not easy to meet these expenses. But he, too, nursed that pathetic longing for a small house and yard. Finally he consulted a contractor about building the small house. At this point he learned a lesson he will never forget. The zoning laws of the community prevented constructing a house the outside walls of which were less than twelve feet within the borders of the property. Remember, his lot was twenty-five feet wide. Take twelve feet from each side. He had twelve *inches* in which to build a home! The owner of the worthless lot had raffled it off in order to escape the expense of filling it in and laying the sidewalk!

It is impossible to describe in this limited space the many schemes you must be on the lookout for when you enter into any kind of real property transaction. I merely can warn you that unless you're as cautious as you know how to be when you're at the point of buying, or accepting as a gift, a piece of land, you most likely will find yourself in a situation similar to those mentioned above. The following advice is important. Read it carefully.

~~one.~~ If you're in the market to buy land, you select the location if possible. If you haven't done this,

however, and are tempted by the glowing talk of a promoter, be cagey until you have made a thorough investigation of what he has to offer.

2. Take an option on the land you think you'd like to buy. Make a personal inspection. Don't even pay a deposit until you have thoroughly investigated the site. Study the topography and slope of the ground. Ascertain if it permits proper drainage of surface water, so that when you build, your cellar will be comparatively dry.

3. Find out, before it's too late, if the restrictions of the neighborhood will permit the construction of the house your heart is set on. Otherwise you may learn, to your sorrow, that your three-thousand-dollar edifice is taboo.

4. Familiarize yourself with the zoning laws. These laws vary in different communities and, generally, must be adhered to strictly.

5. If the seller promises to make improvements as a condition of the sale, see that he puts every detail of his promise in writing. Ascertain his financial responsibility.

6. Check the title. This should be done by a lawyer or a title company, for it requires the search of all transactions affecting the property as far back as the first recognized conveyance. It is the only way of discovering possible encumbrances, such as liens, judgments, restrictive covenants, and unpaid taxes.

7. If the lot you're interested in is part of a subdivision, be wary before becoming entangled with "a contract to deliver deed." This usually provides that the seller will deliver the deed when all payments have been made. Better be sure of such a seller's ability to deliver a clear title to the property. Also, check his reputation for meeting financial and moral obligations. If you don't, you're apt to discover later that he has heavily mortgaged the entire subdivision and "skipped," leaving you and the other suckers to face foreclosure!

The above advice no doubt makes you feel the purchase of property is a tremendous undertaking. That's exactly what it is. Don't ever let yourself believe it isn't. And, above everything else, remember this: No one *gives away* a piece of land that's worth keeping.

CHAPTER XIII

BEWARE OF SNARES WHEN YOU SIGN FOR A CORRESPONDENCE COURSE!

ONE MORNING a large, rawboned, fiery-eyed woman appeared at the doorway of my office. She ignored my greeting, just stood there glowering. This was unusual. Most of my clients, when calling for the first time, look either whipped or frightened. But not she!

"What's your trouble?" I asked.

She yanked a handful of papers from her purse, stalked across the room, and slammed them on the desk.

"I'm stupefied!" she barked.

I thought of Mrs. Malaprop and stifled a chuckle, then thumbed through the papers. They were letters. Their form was so familiar that I had to read only a few to grasp the meaning of the entire stack. Some

sounded as if they had been written by a benefactor whose efforts to help a protégée had been grievously unappreciated, while others threatened suit unless further payments were made on a course the woman had signed up for. Just another example of the correspondence-school racket.

"I'm plain stupefied!" she blurted again.

"You mean you're angry," I corrected.

"Yes, I'm that too!"

I told her that if she expected me to be of any help she must calm down and tell me her story as simply as possible. She sat on the edge of the chair nearest my desk for a moment, then settled into a comfortable position and began the story.

In essence it was similar to many I had heard before. She was a widow with three small children to support. She worked as janitress of the building in which she lived, earned barely enough to provide a roof over their heads and adequate food for the table. And the work was hard—too hard. She knew she would crack under the strain eventually. Then what would happen? She was not equipped for anything but menial work. Poverty had necessitated her leaving school before she had reached the eighth grade. The fear of an insecure future, because of waning physical strength, gave birth to a belated urge for an education. She studied the advertisements in a magazine she found outside a tenant's door. There

were many correspondence-school ads. Each promised success. All she had to do was to select a course. She chose the one saying, "We prepare you for, and assure your getting, a civil-service job when you graduate. Former schooling unimportant." She wrote a letter and, by return mail, received a contract with instructions as to payments. She signed the contract, put it in an envelope with a money order to cover the first payment, quickly dropped it in the mailbox, then began picturing herself "sitting at a desk with my hair curled."

She moved forward to the edge of her chair again. Her eyes snapped angrily.

"That first lesson!" she spluttered. "It was like Greek! I wrote to the school and told 'em so. I told 'em I'd only had seven years' schooling in my life and that this first lesson proved I was too dumb to learn their course. 'Forget I ever signed for it,' says I. 'I'll stick to scrubbing floors and emptying trash cans.' "

"What was their reaction?"

"They sent me the second lesson! And they wrote me a long letter saying I had a good chance, that I shouldn't be discouraged!"

"Were you discouraged?"

"By this time I was plain suspicious. I wrote 'em and told 'em so. Then they sent me a letter that sounded as if they thought they was the good Lord

Jesus and I was a black sheep straying from the fold."

"Did you answer this letter?"

"Why should I waste my time? No sir. I wrote to the government, and I says, 'Gentlemen, please send me all your information on how to get a civil-service job.'"

She reached in her purse and brought out an enormous envelope. Her face was flushed. She took from the envelope a quantity of pages filled with small print and thrust them toward me.

"This is what I got from the government. I underlined all the words that stupefy me. And they don't jibe with the words that stupefy me in the lessons. How can I learn a civil-service course when I don't understand the words? Can't you see why I'm stupefied?" she asked.

I said I could see that, all right, but that she had signed an ironclad contract and, legally, could be held for the complete payment of it. She was shocked. For a moment I thought she would give way to tears. When she spoke her tone was greatly subdued.

"The school says they're going to garnishee my wages. I make only twelve dollars a week. And one of my kids is sick. What can we do?"

I told her that since she made only twelve dollars a week she had nothing to worry about, that wages less than fifteen dollars per week cannot be garnish-

eed in New York City. It was as if I had touched her with a magic wand. The fire came back in her eyes. She took a dollar from her purse and held it toward me.

"God bless you," she said and stalked across the office. She paused by the door and glowered, looking as she did when she had entered.

"I'm going to write 'em and tell 'em!" she barked, then disappeared.

Look beneath the humor in the above case and you will see an undertone of tragic significance. Simple people, such as this woman, constitute the greater part of the correspondence-school enrollment. By false promises they are lured to invest money in courses they expect will transform them into brilliant successes within a few months. Generally, after two or three lessons, their expectations are shattered. But it's too late. They have signed a contract for a course. And they will be hounded and dunned until that course has been paid for in full. Not many who become thus entangled have the fighting spirit of the woman in the foregoing case.

However, the State of New York has taken steps to check the correspondence-school racket since the high-spirited woman called on me. But, as far as I know, it's the only state which has. The new law provides that no correspondence school *outside the state* may maintain action in New York courts to col-

lect tuition unless the course of study has been approved by the New York State Board of Regents. This statute proved a godsend to one of my clients who contracted for a course in commercial designing with a Northwestern correspondence school.

The school represented itself as having teachers located in New York City. It was the promise of receiving personal instructions from these teachers which influenced my client to enroll. The price of the course was one hundred ninety-five dollars. He signed the contract, making an initial payment of ten dollars.

Within a couple of weeks he discovered he had been duped. There was nothing that could even remotely be construed as personal instruction. The material he received through the mail, which the school had described as a sure-fire means to success in the realm of commercial art, was puerile junk. He was disgusted. He wrote the school, stating his dissatisfaction with the course. He cited the fact that the course bore not the slightest resemblance to their representations. He advised them to discontinue mailing him further material as he had no intention of making additional payments.

The credit manager of the school answered his letter, reminded him sharply that he had signed a contract which held him responsible for the price of

the entire course whether he continued with the lessons or not.

He was furious. He wrote another letter. He called the school crooked, said he knew the law would not permit such dishonesty. But of course he was theorizing. The following is an excerpt from the credit manager's reply:

"I have explained to you our inability to cancel your contract and this is final. There is no necessity for further discussion. There is only one thing left for you to do, and that is to make payment as agreed, otherwise you will leave us no other choice than to place the account with our attorneys for collection. As the matter now stands, it is simply up to you. Payment of thirty dollars must be made within ten days."

This letter prompted the young man to come to me. He was worried. He said his salary as clerk in a wholesale woolen house was barely enough to live on. He was willing to sacrifice necessities for the sake of advancing himself by developing his talent, but he couldn't afford to make a present of two hundred dollars to the correspondence school. He stated his case straightforwardly.

I wrote to the school and explained that my client would make no further payments on the course, that his refusal was based on their distinct misrepresentations. But the school continued dunning him and at last put the account in the hands of a collection

agency, one of the kind whose methods of intimidation have been described in a previous chapter.

Meanwhile the statute I mentioned a moment ago was enacted. I cited this statute to the collection agency. I called attention to the fact that the school, according to a report I had just received, had not been approved by the New York State Board of Regents. Result: case closed.

It seems ironical that a country which offers the highest standard of *free* education in the world should be befouled by phony "home-study" educators. But until the other states follow New York's example and take statutory steps to stamp out the correspondence-school racket, the purses of these despicable chiselers will continue to grow fat. Their radio advertising will continue to hoodwink the naïve into thinking the heights of any specialized field may be attained by mere enrollment in one of their ridiculous courses. The magazines will continue to carry such outlandish advertisements as this:

12 WEEKS TO LEARN—12 MONTHS
TO PAY!
STUDY LAW AT HOME.
DEGREE OF LL.B. CONFERRED.

And it cannot be said that correspondence schools are behind the times. They keep abreast of the times with amazing alacrity. Their curricula are flexible,

easily adjusted to fit the public trend. For instance, not so long ago, when Diesel engines had a strong hold on the popular imagination, Diesel Engine Correspondence Schools broke out like a rash all over the country. And they did a pretty thorough job of pocket picking. They charged in the neighborhood of two hundred dollars for a series of lessons, promising laboratory training at the end of the period. But they had no laboratories. They were able to get away with this knavery because a student seldom lasted to the end of the course, the last half of which was so difficult that only the most highly trained engineer could comprehend it. Mr. Samuel Spiegler, managing editor of *Occupational Index, Inc.*, New York University, made an investigation of these schools. He found one laboratory. It was an empty barn!

Now aviation has replaced the Diesel engine in popularity, and the stench of the same sort of racketeering may be detected in the current advertising. So it goes. Each generation gets its dose of the same old intellectual quackery bearing merely a different label.

The Employment Stabilization Research Institute of the University of Minnesota investigated the correspondence schools and, if I remember correctly, concluded its report with these words: "Someone has suggested that something of the kind probably goes

on at the bottom of the sea, where doubtless the sharks are busily organizing the suckers into schools to teach them how to become flying fish."

To those of you who believe it is possible to switch from what you are to what you'd like to be by taking the correspondence-school route I offer the following advice:

1. Beware of the salesman who, in order to get you to enroll with the school he represents, promises you a job, or a refund if you should decide to quit or should fail to get a job, after completing the course. Unless such promises are contained in the printed contract, call him a crook in a loud clear voice, for, if you sign the usual contract, that's what you'll call him later on—but in a plaintive tone.

2. Don't be kidded into thinking you can learn to be the life of the party in ten easy lessons. You merely will be transformed from an incipient bore into an active one.

3. If you happen to be a clerk or a bookkeeper or a dishwasher or anyone else earning a meager salary, don't think that by taking a correspondence course you may achieve distinction or bigger pay in radio, Diesel engineering, air conditioning, or aviation. A correspondence course in any subject which requires the student to learn how to handle machinery is obviously worthless. So are all such courses which purport to lead the student to a graduate de-

gree in law or in medicine or in any other subject where actual attendance is required. Most authorities on aviation education feel that no such course, by itself, can qualify a student for a job in that industry.

4. Never enroll in a correspondence school without first checking up on it. If it's a good school (and there are good correspondence schools) it will welcome the investigation. If it isn't, you'd better find out before you sign that ironclad contract! Consult the Better Business Bureau or the Chamber of Commerce or, better yet, the Federal Trade Commission, Washington, D.C. Perhaps one of these organizations will be able to offer dependable information. One thing is certain, they're always willing to answer inquiries.

I could cite many, many more cases, if space permitted, showing how people who sought enlightenment through correspondence courses found, instead, costly disillusionment. Keep that in mind the next time you see one of those ads, and remember, there is no record of a sucker becoming a flying fish!

CHAPTER XIV

WHAT TO DO WHEN UNORDERED MERCHANDISE IS DELIVERED TO YOU

NEARLY EVERYONE has received a surprise package at one time or another. If you haven't, you're an exception. But don't worry, one may be on its way to you at this very moment. And I wonder if you'll know what to do with it. I'm not speaking of the "surprise package" you're apt to receive from a relative or friend on your birthday. The one I mean may indeed arrive on such an occasion. But that simply will be good luck for the sender and quite accidental. Let's suppose yours comes, if not on the actual date, near enough to Christmas or your birthday or Mother's Day to make you think there's a connection.

You love this sort of mystery. You study the wrapper. No name of sender on either side. You rip it open excitedly but watch for a card to fall out. It

doesn't. Now you lift the lid of the cardboard box. "How lovely!" you exclaim, removing an attractive house coat. You run to the looking glass, holding the garment in front of you. You shake it, keeping your eyes on the floor, still half expecting some sort of a greeting to appear. You make a rather guilty search for the price tag, but of course no one leaves a price tag on a present. As you slip into the house coat the names of possible senders race through your mind. It's too large. Now you have it! Aunt Christine. That's the way with fat people. Hate to admit the difference between their stature and someone else's. You gather the material here and there and decide it will be easy to alter. Aunt Christine meant well.

You make the alterations immediately, then write Aunt Christine an enthusiastic "thank-you" note. She writes back saying she doesn't know what you're talking about, that she hasn't sent your present yet. The mystery deepens. You attribute the nice gift to one person after another, until you have to admit you're baffled. And then one morning the postman brings the solution.

A bill from Cassandra Frocks, Inc., for "1 flowered house coat—\$12.50" makes you feel worse than foolish. Oh, if you only hadn't altered it! If you hadn't been so glib to wear it! Only one thing to do now—pay the \$12.50.

Perhaps Cassandra Frocks, Inc., didn't have as

good luck with everyone to whom they sent garments as they had with you, but on the average their system is pretty successful. And don't think they are the only outfit that uses this system. The unordered-merchandise racket is extremely popular, and the crooks working it, as a rule, are shrewd in their use of psychology.

You must be alert to avoid being taken in by these swindlers, for there is no telling what sort of merchandise they're apt to send you nor what subterfuge they will employ to make you bite. You may receive a box containing a half-dozen toothbrushes accompanied by a dignified printed note which reads something like this: "The proceeds of these sales go to the Aid The Helpless Children Society. Your contribution will be appreciated." A lot of people fall for the "charity" gag.

The C.O.D. idea works pretty well too. This trick generally is pulled on business firms and is sometimes an out-and-out gyp. The crook, through one means or another, learns when the boss is absent and chooses this time to deliver a "C.O.D." package. A sum as large as twenty-five dollars has been collected in this manner for a neatly wrapped bundle of old newspapers or a brick.

Then there's the firm which sends you a package supposedly intended for someone else who has the same name. I know a woman who received such a

package. She runs a rooming house on East Twelfth Street. The package was delivered while she was out shopping. A tenant received it, gave it to her when she returned home. Knowing she hadn't ordered anything to be delivered, the woman was perplexed. But there was her name, written plainly on the wrapper. She opened it. An electric iron! After gaping at it for a few moments she fished about for a bill or something to indicate who sent it, but of course there was nothing of the sort. Suddenly she remembered Miss Vale, an actress who had lived at her house at one time between engagements. Many a time Miss Vale had come down to the kitchen to press a few things. One night she had said, "You just wait, when I get a good job I'll buy you a new iron!" Well, this must be it! It wasn't a very good iron, but it was in better condition than the old one. And the landlady was quite touched and grateful to Miss Vale. A few weeks later, however, a man came to collect a package which had been "left by mistake." "No such package here," said the landlady. But the man persisted, said it contained an electric iron. Then she remembered. She was foolish enough to say she had used the iron, thinking it was a present from a former roomer. She wound up by paying him \$5.95 for the iron.

This trick was tried with less success on someone I know living in Connecticut. The merchandise in

this instance happened to be a case of scotch whisky. It was simply deposited on the front porch when no one was home. When the woman of the house found a case of liquor blocking her entrance, with her name on it but no indication of who the sender might be, she flew into a white rage. She had just returned from making a speech in favor of prohibition! This, she thought, was the work of her enemies. In as short a time as it takes to tell it she transported the twelve bottles to the back of the garage and smashed them on a large stone. Perhaps you can imagine the reception the deliveryman received when he came to collect! He may not remember the precise phrases the woman hurled at him, for they poured out of her mouth in volcanic torrents, but he most likely will remember the incident as a *real* mistake.

I can't begin to describe all the variations of the unordered-merchandise racket, for they are legion. The few examples above, however, will give you a rough idea of the way it works and, I hope, will make you see the wisdom of treating "surprise packages" with suspicion. Try not to let wishful thinking make a sucker of you, for it is your wishful thinking most of these racketeers play up to; that and the fact that you're not likely to know exactly what to do with something you didn't order. If you're smart you'll abide by the following points:

1. Never accept a C.O.D. parcel you know noth-

ing about in advance, whether it is addressed to you or to your neighbor who is "not at home."

2. Do not worry about returning an unordered package delivered to your premises. You are not obligated to return it nor to notify the sender of its arrival, even though the name and address of the sender appear on the outside wrapper.

3. You must not willfully damage the "mystery package," for there is always the possibility that a real mistake has been made. By this I do not mean you must worry over its welfare. Simply put it in a sheltered place where it will be normally protected.

4. Do not be taken in by letters you may receive, following the death of your wife or husband or some close relative, announcing that a set of books, or any other merchandise ordered by the deceased, is being shipped to you. The estate of the deceased is not obligated to pay for any such merchandise unless a written order signed by the person who has since died can be produced.

5. You may, after a reasonable length of time, notify the sender of the unordered merchandise (if his name and address are known to you) that you will charge him storage unless he collects his parcel by a certain date set by you. You may also tell him that you will not be responsible for the safety of his merchandise after a given period of time, such as thirty days.

CHAPTER XV

DO YOU WANT A DIVORCE?

I KNEW a beautiful woman who wanted a divorce in a hurry. And what a mess she got herself in! I remember the last time I saw her. Her three small children were gathered about her on the floor watching her toast marshmallows in the fireplace. Her husband sat beyond the light cast by the fire, sat there watching. The scene bore every earmark of domestic tranquillity, not the slightest evidence that a storm was brewing—a storm which ultimately would sweep their name across the front pages of the newspapers in degrading headlines. But that was the last time the family was together. The next morning the woman received the decree of her Mexican divorce and quietly slipped away.

The papers did not make much of the divorce. A

conservative inch tucked away on an inside page was all. But of course this was just the beginning. A short while later she married an actor of some importance. Pictures of her and the actor appeared this time. These, too, were on an inside page, and the accompanying article was mostly about the actor. The woman was referred to merely as an outstanding beauty. Nearly a year passed before I heard anything more of her. Then I saw a photograph. She and her actor husband were snapped at an airport. They were about to depart for the west coast. Standing between them was her oldest son. The couple of lines under the picture stated that the boy had his father's permission to visit his mother for a month. There was a quiet spell. Then suddenly the storm broke!

Headlines screamed: "PROMINENT ACTOR'S WIFE CHARGED WITH BIGAMY," "BROKER CALLS MOTHER OF THREE CHILDREN BIGAMIST." One paper published a group picture of the woman with her three children, taken when the youngest child was still an infant. The caption said: "MOTHER OF THREE—WIFE OF TWO!" This sickening notoriety went on for weeks and was finally climaxed by: "BROKER CLAIMS WIFE'S MEXICAN DIVORCE INVALID—WILL FILE SUIT FOR DIVORCE CHARGING ADULTERY."

Don't think I am moralizing about this case. I knew the woman and her husband well. And I know that neither of them wanted that horrible publicity. The husband had no desire to degrade the mother of his children. The fact was that he had decided to marry again. His intended second wife, knowing of the Mexican divorce, shrewdly insisted upon an investigation of its validity. The publicity was due to the prominence of the parties involved. Basically, the whole mess was the inevitable result of a mistake that many people make when they seek a divorce. They allow impatience to stand in the way of thoroughness, only to learn, too late, that a divorce without thoroughness is no divorce at all.

Many people come to the Legal Clinic with divorce problems caused by this sort of carelessness. But not all of them achieve such notoriety. Some, in fact, are even humorous. Take, for example, the following case:

It was a swelteringly hot day in late spring. Mrs. Ditmars, my secretary, dragged herself into my office from the reception room mopping her forehead.

"A Mr. Nuncey to see you," she announced, then added disparagingly, "and he looks as cool as a cucumber."

I nodded. In a moment Mr. Nuncey came into the office. He stood by the door fingering the brim of his

hat, his head shyly cocked to one side. He was a meek-appearing fellow of slight stature, with watery gray eyes, sandy mustache, and a receding hairline. I motioned him to a chair.

"What's your trouble?" I asked.

He continued fingering his hat. He cast an embarrassed glance toward Mrs. Ditmars, who was settling herself at my elbow with her note pad.

"I—I'm afraid the young lady shouldn't hear," he said in a thin voice.

I explained that Mrs. Ditmars' presence was no cause for embarrassment, that it was necessary for her to be familiar with all cases handled by the Legal Clinic, and that she was a married woman of reasonable broad-mindedness.

Meek-appearing little Mr. Nuncney seated himself. He wet his lips and, looking remarkably cool, launched into a description of his lurid and complicated marital adventures. He had been married five times. He had never been divorced. All but one of his wives were still living. Now, just as he was tasting "real happiness," he was being charged with bigamy. Could I tell him what to do? I told him to please start at the beginning of his story, that I was a bit confused.

"Was it your first wife who died?" I asked.

"No, my third," said the cool, thin voice.

"Why did you leave your first wife?"

"You mean number one? She took sick—pernicious anemia. The doctor gave her a year to live. When the year was up she was the same as ever—no better—no worse. I was desperate."

"You mean you were worried over her condition?"

"I have a passion. I must have a good wife. I told number one that she'd never be any good to me again, so I'd have to look for another wife. But I said I'd treat her right. And I kept my word. For seven years I've supported her and the kid."

"Go on," I managed to say. He wet his lips again and continued.

"I moved to New Jersey. There I met number two. It was what you might call a whirlwind courtship. In three weeks we got married. Soon I knew it was a mistake. Number two liked to play the races. I had a night job. Naturally, when I came home from work I wanted my wife to be waiting for me, for I have a pass——"

"Yes, you said that before," I interrupted. "Why didn't your first wife divorce you?"

"Number one and I both decided it would be easier if I just moved to another state. Remember, I promised to treat her right. And I did."

"Of course. Now what happened to number two?"

"We signed off. I told her I needed a wife who had more time for me and less time for horses."

He moved to Pennsylvania where he met and wed

number three. This union was satisfactory—as long as it lasted. But number three had a habit which proved fatal. She ignored traffic signals. One day she jaywalked at a busy intersection. She was struck down by a truck.

“I always told her she’d come to a bad end if she didn’t watch where she was going,” Mr. Nuncey mused.

After number three’s misfortune he packed his clothes and went to Boston. “But something told me Boston was no place to find a good wife,” he said. And, sure enough, number four turned out to be the quarrelsome type, inclined to throw things when angry. One night she hurled a box of face powder at Mr. Nuncey. He barely ducked in time. Number four was through. She left the house and never returned.

Back to New York came Mr. Nuncey, wifeless but still hopeful.

“At last,” he murmured, a gleam flickering in his pale eyes, “I found the perfect wife.” He wet his lips. “But now, just when I’m so happy, I get in trouble.”

“You’ve been extremely lucky,” I reminded. “Who’s bringing charges?”

He said a former suitor of this last and “perfect” wife had learned that he had never been divorced from “number one” and had reported the fact to the district attorney.

"Now I may have to go to jail," he said dolefully. "And my wife, what'll she do without me?"

I told him the only wife he had was the woman he referred to as "number one" and that she probably would be just as well off with him in jail as out, so long as he supported her. I also told him that all the other women he had mentioned, including the "perfect wife," had been merely his mistresses. He was shocked.

"But I never laid a hand on one of them until we were proper married!" he exclaimed.

Presently he calmed down. He said that his wife (number one) knew all about his philandering and had no objection, as long as he kept his promise about supporting her and the child.

I suggested that he have his wife write a letter to the district attorney explaining that she had no desire to press charges, that if her husband were jailed she and her child automatically would become state charges. He rose and edged toward the door.

"But remember," I warned, "you'll have to get a proper divorce from number one before you can be 'proper married' to number five."

He eased out, and Mrs. Ditmars dabbed her handkerchief to her forehead.

"And he still looks as cool as a cucumber," she said.

Although the two foregoing cases appear in con-

trast to one another, fundamentally they are similar. Both are climaxed by charges of bigamy—charges which never could have been made if the persons involved had considered thoroughness instead of haste. The woman in the first case accomplished no more by obtaining a Mexican divorce than Mr. Nuncney did by simply moving to another state. Substantially they did the same thing—that which they thought was easiest.

Generally speaking, there is no really easy way to obtain an absolute divorce. Although the grounds and the periods of residence required before commencement of action vary in nearly every state, still the procedure, in any case, is complicated enough to necessitate the services of a lawyer. And a great deal of time and money is required.

With the exception of South Carolina, which does not permit divorce for any reason, and New York, which bends over backward to make it as difficult as possible to obtain one, most of the states allow reasonable latitude when it comes to grounds. Considering the legislative variations of the different states, most of the common grounds are as follows:

Adultery, impotency, desertion continued for three consecutive years next prior to the filing of the complaint, gross and confirmed habits of intoxication caused by the voluntary and excessive use of intoxicating liquor, opium, or other drugs, cruel and

abusive treatment, or, on the complaint of the wife, if the husband, being of sufficient ability, grossly refuses or neglects to provide suitable maintenance for her.

In most states a divorce may also be decreed if either party has been sentenced to confinement at hard labor for life or for five years or more in the state prison, a jail, house of correction, or reformatory for women; and, after a divorce for such cause, no pardon granted the party so sentenced shall restore such party to his or her conjugal rights.

The period of residence required by most of the states seems to work the greatest hardship on the person who seeks a divorce for the purpose of marrying again. This period usually varies from one to three years. There are exceptions, of course, such as Nevada, which requires the plaintiff to have resided only six weeks in the state before bringing suit. Florida, Idaho, and Arkansas are other exceptions. These three require residence of ninety days.

Persons living in such strait-laced districts as New York, where adultery is the only ground, flock to these states and set up temporary residences. But don't think it doesn't cost them plenty. You must have affluence and leisure to get a divorce in this manner. There are some who, though blessed with such affluence and leisure, find even Nevada too slow! These use the Mexican "by proxy" means and,

like the woman described above, wind up as bigamists!

And, speaking of bigamists, let me remind you that they are not a rarity whose habitat is limited to newspaper headlines. To the contrary, they're a hardy species of mankind which may be found in all the civilized parts of the world. The hunting season for bigamists is never closed, however, so don't think, because of your lack of prominence, you are apt to get away with being one. Many of the divorce problems which come to the Legal Clinic have a bigamist skeleton in the closet causing all the trouble. And the skeleton seldom is prominent.

I hope you are not construing this as a sermon against divorce. It is intended as no such thing. I simply want to impress you with the fact that you can't be too thoroughgoing in obtaining one if you want the one you get to "take." Keep in mind these points:

1. Make sure the evidence you possess will prove you have adequate grounds.
2. Don't forget that if you become reconciled after grounds have been established, the reconciliation blots out the offense. If at a later time you again seek a divorce, new grounds must be established.
3. If you are suing on grounds of adultery and it can be proved that you were aware of such adultery and allowed it to continue without objection, you

haven't a chance of obtaining a divorce. Better save your time and money until you are able to establish the required residence in a state where other grounds are permitted.

4. In New York a person whose spouse has obtained a divorce (on grounds of adultery) may not remarry within the lifetime of such spouse without the court's consent. The person violating this provision is, in law, a bigamist.

5. If a New York court discovers that you and your spouse have trumped up the facts between you, look out! Collusion is a bar to divorce.

6. Fight shy of the lawyer who offers to secure you a quick and painless divorce via the Mexican route. This hoax has given birth to enough bigamists to fill the Bronx Zoo!

7. Don't let anyone tell you that he can, through "certain connections," get you a divorce more quickly or easily than the law provides, for, unless it's legal, it is worthless, and you merely will be out the price of the "favor."

If you are seeking a divorce, it will pay you to follow the above advice. Although your patience may become a bit tried in the process, you will at least end up with the real article.

CHAPTER XVI

WHAT TO DO ABOUT THAT PATH

SUPPOSE you own a home in a suburban town. Your location is such that if your grounds were fenced off, some of your neighbors would be compelled to make a detour in order to reach the railroad station. But you don't have a fence. You don't even have a hedge. Since a number of your neighbors commute to the city daily and always allow themselves a minimum amount of time in which to catch a train, what happens? They take a short cut across your property. That's natural. Everyone knows that a straight line is the shortest path between two points. You don't mind. You watch them dash along that path of a morning, straightening their ties and buttoning their vests, and chuckle to yourself good-naturedly.

Your spirit is commendable indeed. But I wonder

if you're just sitting there chuckling while your neighbors, and the years, are cutting your property into two separate pieces. Better think it over. It's happened to many people. I know a family living in New Jersey who lost a great deal of their privacy this way and now have on their hands a useless strip of land which once had been an attractive part of their premises. A path which originally had been an accommodation to a few neighbors finally became a public thoroughfare. And they weren't paid a penny for it!

Don't think this is one of those rare situations that should be of interest only to calamity seekers. New York City, alone, offers ample proof to the contrary. Even though you've never been to New York, you must have heard that Broadway was originally a cowpath. That accounts for the way it zigzags the full length of Manhattan with such complete indifference to the general plan of the streets and avenues. And some of the streets and avenues have peculiarities indicating even they had unconventional beginnings. For instance, I know a young man who, when first arriving in the city, was put at ease by a friend who said there was no excuse for anyone getting lost in New York. "You must remember one simple rule," he said. "The avenues run north and south; the streets run east and west."

The newcomer memorized the rule quickly enough,

but one night he was invited to dinner down in Greenwich Village. When he was ready to go home his host asked if he could find his way to the subway.

"New York's a cinch," boasted the young man, and he recited the rule he had learned from his friend.

He departed with assurance, walked west on Eleventh Street. At the first intersection he glanced at a sign on a lamppost. "West Fourth Street." He stepped closer, squinted. No mistaking it. He craned his neck to get a good look at the sign indicating the street he was on. "West Eleventh Street." He remembered drinking two glasses of wine with his dinner. "My God, I'm drunk!" he thought. He wandered about the Village nearly an hour looking for the subway. His friend hadn't told him that some of New York's streets once had been paths and occasionally broke the rule about "east and west."

Boston, Philadelphia, Chicago, St. Louis, in fact most large cities have thoroughfares which run at such odds with the general patterns that an out-of-towner is prone to censure the Chamber of Commerce or some other blameless municipal organization for their senseless zigzagging. He seldom realizes that each of those thoroughfares probably had been a path through someone's lot—a short cut to the station or to the general store or to a neighbor's house—an accommodation granted by one neighbor

to another, like the path across your yard and the one across the premises of the family mentioned above.

It seems a shame that those accommodating neighbors, by failing to take the necessary steps to ward off easements, not only lost the power to say when or by whom their paths could be used but also, most likely, suffered a great reduction in the value of their properties. And it will be a pity if the same thing happens to you! It will if you don't guard against it.

But how can you do this without creating ill feeling? Must you fire buckshot at the next person who blithely attempts to cut through your property? Must you station a ferocious watchdog at the edge of your lawn? Must you build a six-foot stone wall with iron spikes along the top? No. If you did any of these things you would be the most disliked person in the community. Besides, the problem can be solved much more simply. But first you should know a thing or two about an easement, what it is, how it is acquired, and how it is lost. Better make a mental note of the following points:

1. An easement is a right of one person to make use of the property of another without compensation. The two most typical types of easement are: (a) The right to pass over another's land. (b) Prohibition of something which otherwise would be lawful, such as the interruption of light and air from a build-

ing. In other words, there is the affirmative type and the negative type.

2. The three different ways in which easements may be acquired are: (a) Language in the deed may expressly grant an easement. For instance, suppose you buy a house with a plot of land, all having been part of an estate which is now cut up into lots. The drainage from your house runs through the property adjoining yours. The right for the continuance of this drainage may be written in your deed. (b) An easement by necessity. This means, as the language indicates, that the easement is required by circumstances. For instance, if your property is surrounded on all sides by land belonging to the person from whom you bought it, you naturally must have a right of way across his property in order to get to and from your own. The law implies the grant of this easement. (c) Last but not least is the easement by prescription, the one which may be acquired by a person's long and continuous use of property belonging to another. This is the one that concerns your path. Pay close attention. The law deems that if someone walks, without protest from you, across your land for twenty years, he will acquire the right to continue. While it sometimes is difficult to determine whether such right has been acquired fully, it often is more difficult to prove that it hasn't. Originally, to acquire this right, it was necessary to show

that the continuous use of another's property had begun at a time before the memory of man to the contrary. Now, however, the law has fixed the time as twenty years or about the same as the statute for the acquisition of land by adverse possession.

3. To lose an easement, the person who has acquired it must either release it to the original owner or affirmatively abandon it for the length of time (twenty years) required to acquire it by prescription. It can neither be acquired nor surrendered by oral contract. The law is strict that a person use the easement he has acquired. He cannot go beyond it without becoming a trespasser.

With the above points in mind you can't help realizing that an easement is something to avoid if possible, especially the one that results from paths. The latter is so easily avoided that if, after reading this chapter, you find yourself in the situation described above, you can lay the blame to nothing but your own negligence.

All you need do is to rope off the path, say for twenty-four hours, once a year. It is wise to make an affidavit, with witnesses, to the fact that you have done so and, if you want to be doubly cautious, take a photograph showing the path has been closed. This establishes the fact that you have not abandoned your ownership but are merely granting your neighbors the privilege of using the path.

New York City property owners are smarter today than they were when Broadway was a cowpath. More than a hundred private streets are closed off from sunup to sunup at least one day each year in order to preserve their private legal status. Take a tip from those smart New Yorkers!

CHAPTER XVII

BE CAREFUL WHAT YOU SAY IN THAT LETTER!

YOU'VE HEARD ABOUT the man who came to dinner and became a permanent guest. Maybe someday you'll have such an experience. Let's suppose your guest is a young woman—no one you know—just the friend of a friend who told her to look you up. You like her voice over the telephone. You invite her to dinner.

She has come to New York against her family's wishes to have a career in the theater. She's pretty hard up, lives in a rooming house in the Forties. Her landlady is threatening to lock her out if she doesn't pay up her back rent. She isn't playing for sympathy. She speaks of her hardships gaily, as if they were something in the past. You admire her pluck. You have a spare bedroom. You offer it. That's sweet

and generous of you, but she wouldn't think of imposing on anyone. You insist.

In a couple of days she is settled in your spare bedroom. You are touched by the scantiness of her wardrobe. No producer would look at her a second time in that baggy all-purpose outfit she's wearing. You have her try on your favorite suit. What a transformation!

She lands a part in a play slated for an out-of-town opening. The night before the company leaves town the producer gives a party for the cast. She has nothing to wear. You can't bear seeing her miss the party. You run to the closet.

"Try this on," you say excitedly.

"How lovely!" she exclaims and slips into the shimmering garment.

"You must wear it," you say.

She hesitates, says she's afraid something might happen to it. You insist. Off she goes to the party.

The next morning you bid your guest good-by with as much fanfare as you can provide. In a few days, however, you make a grievous discovery. Your lovely evening gown—it's gone! You're hurt, bitter. Days pass—weeks even. Not a word from her.

You're disgusted with yourself for having been such a sucker but are becoming resigned about the loss of the gown. "Charge it up to experience," you say to yourself. You've about dismissed the entire in-

cident from your mind when you find a strange-looking envelope in your letter box. You study it, puzzled. You don't know anyone connected with a broadcasting company. You tear it open and quickly scan the typewritten page. Why, the crust of the girl! Giving your name as a personal reference! "Will you kindly tell us what you know of the character and personal habits of Miss ——?" the letter asks. You crumple it in your fist and fly back to the apartment. Will you tell them what you think? Gladly! As you snatch a piece of stationery from the desk drawer unpleasant phrases flit through your mind. "Miss —— is a parasite and a liar." "Miss —— is a thief!" You sit with your pen poised trying to think of something more vitriolic.

Maybe you will sit there for a long time and not write a line. That will be lucky. In fact, if you take my advice, you will forget all about the letter from the broadcasting company. You certainly aren't in the proper state of mind to answer it. Anything you might write would most likely hurl you into a sea of trouble far greater than the loss of a mere evening gown.

A woman I know had an experience exactly like the one described above. And I gave her the same advice I'm giving you. She heeded it, too. Result: She not only averted the danger of being the defendant in a libel suit but she and the young actress

whom she was eager to brand as a thief, patched up their differences and became good friends. The actress had not stolen the gown. She simply had taken it to be repaired after a cigarette hole had been burned in it the night of the party. Her financial straits were the cause of the delay in returning it.

I have cited the above case because it shows how easy and natural it is to fall into the libel snare. But don't think it's as easy to get out!

A libel upon a person is ground for a civil action for damages. When malicious it is a crime subject to indictment at common law. Loosely, any defamatory statement in writing, also any representation or suggestion of a person or material or immaterial thing that conveys an unjustly unfavorable impression of him or it, is a libel. See how cautious you must be?

The average person makes the mistake of believing that libel and slander are vague offenses concerning only those whose wealth or prominence gives them a place in newspaper headlines. Actually, a small percentage of the libel and slander cases on the court calendars ever make newspaper headlines. No matter who you are or what your station may be, you had better be guarded as to what you write about the person you dislike or harbor a grudge against. If you are found guilty of libel, the punishment meted out to you will not differ the slightest from the pun-

ishment received by those you may have read about. Bear in mind these points:

1. If you utter false and malicious words which tend to injure the reputation of another and make such utterances in the hearing of a third person, you are guilty of *slander*. If, however, you are so charged but can prove the words you have spoken are true, they are not actionable. Better be sure of your proof or hold your tongue.

2. Many people believe slander and libel to be one and the same. This is not so. *Libel* is considered a more serious offense for the simple reason that it is written or represented pictorially and thus obtains more extensive publicity.

3. If you are writing of a person in public office and can prove your statements are for the public good, you will not be guilty of libel, even if you defame his character in a manner tending to hold him up to public hatred, ridicule, contempt, or financial injury.

4. It is folly when writing of an identifiable person to describe him as a traitor or a thief or as being guilty of murder, larceny, perjury, forgery, fornication, adultery, or as being afflicted with a venereal disease. These words are all actionable, and it isn't necessary to prove actual damage in order to maintain the action.

5. Don't think you are immune to punishment for

defaming a person simply because you refrain from mentioning his name. If he can be identified by the context of your statement, he has as good a case against you as if you had written his name in capital letters!

6. If ever you are called upon to write a letter in answer to questions concerning a person's character and financial status and cannot speak favorably, be non-committal. Merely say that your experience with him does not justify your recommending him. If, however, the letter concerns a person formerly employed by you whom you found to be dishonest, you may safely state that fact if you wish to do so.

You may feel this is a pretty big helping of advice. But if you digest it thoroughly, you are not apt to have one of your letters pop up as "Exhibit A."

CHAPTER XVIII

BE WARY WHEN YOU BUY FIVE-AND-DIME "BURIAL" INSURANCE

IF YOU'RE an average head of a family, you probably have to watch corners pretty carefully to keep within your income. You may even feel called upon to warn your wife against canvassers, such as the aggressive young man who claims to be working his way through college selling magazines or the vacuum-cleaner salesman who insists upon removing a pile of dirt from a rug that has just been cleaned.

But let an insurance salesman ring your doorbell! Ah, that's a different matter. Here's a man with something to sell—something you are vitally interested in. The fact that you could never afford to carry any sort of insurance is a constant thorn in your side. You believe in it. Every man with a family should carry as much as possible, you think. Well,

perhaps the day will come when you can manage it. Meanwhile a talk with the agent may give you an idea. You greet him cordially.

He can't understand why you are not insured.

"You look so healthy," he says. "I would never think you'd have trouble passing the examination."

You explain that you haven't had the examination, that the reason you're not insured is that you can't afford it.

"Nonsense," says the agent. "You can't afford *not* being insured."

He describes the hardships your family will suffer in the event something happens to put a stop to your earning power. You've thought of all this before, but it sounds worse coming from an outsider.

"Can you bear to think of your wife and children becoming public charges?" he asks and then answers his own question. "Of course not!"

You agree with everything he says. But the fact remains that you haven't enough money to pay the annual, semiannual, or quarterly premiums of an ordinary policy. The agent finally gives up talking about ordinary policies.

"Have you made provisions for your wife to bury you if you should die first?" he asks. "Are you prepared to pay for her burial or for the burial of your children?"

You shudder.

He says he hates mentioning such a thing but that it's important.

The sudden realization that you have not put away a cent for funeral expenses strikes terror into your soul.

"Don't worry," says the agent. "My company offers a special policy to cover burials."

He tells you about industrial insurance, how you can pay the premiums weekly, running upward from as low as five cents, depending upon the size of the policy you buy.

You're fascinated. You do a little figuring. Ten cents a week for you and your wife and five cents a week for each of the children. Why, it comes to only thirty-five cents a week—next to nothing! How wonderful to feel that each member of the family at least will have a proper funeral!

But wait a minute. Don't be swept off your feet by this weekly premium business. It's all right to pat yourself on the back and to quote to your wife the definition and practicality of insurance. No one will dispute the fact that in most cases insurance is an extremely worth-while investment. But you have been slightly inconsistent. You have fallen for the same sort of lure that makes people addicts to installment buying. You've deluded yourself with the notion that a thing purchased in small weekly payments is cheaper, more within your means, simply because of

a deceptive division of its cost. Actually, in the long run, you pay more because of these payments. It's a convenience, of course, to have someone come each week and remind you of an obligation you otherwise might neglect. But conveniences cost money. The firm offering such service is put to additional expense, and don't think for a moment that it won't be charged up to you. Insurance companies are not different from other business firms. They have something to sell. If you choose a complicated method of buying, you must expect either to pay more for what you get or be content with a type of insurance of less value than that obtained in the usual way. But this does not mean you are being unfairly charged. There are many types of insurance available, any of which, if bought in accordance with your actual need, is an equally sound investment. Any authority on insurance will tell you it is a fallacy to assume that one particular type of policy is cheaper than another. The premiums payable are fixed according to the benefit provided by the policy. The person who takes an ordinary life policy and dies shortly thereafter will have paid less for his insurance than the person who, having selected a limited-payment policy, lives beyond the average lifetime. No one knows exactly how long he is going to live. Consequently there is no way of telling in advance which plan is better. On an average the chances appear equally favorable.

The danger of industrial insurance lies in the tendency of the small-wage earner to overload himself. If bought intelligently, however, it serves a need not provided for otherwise. This is shown in the fact that the minimum ordinary policy obtainable from most companies is one thousand dollars, whereas the majority of industrial policies issued are for less than that amount. Naturally, if you can't afford the lump-sum premiums of an ordinary policy of one thousand dollars or more, your next-best bet is industrial insurance, for it enables you at least to insure yourself for enough to cover funeral expenses.

But oh, those small weekly payments! They were devised as a means of satisfying a weakness inherent in the average wage earner, an inability to realize that a few cents a week may add up to a good many dollars by the end of a year. Insurance salesmen often exploit this weakness to the hilt, so, unless you're guarded, you may find you have bitten off a handful of industrial policies which annually cost far more than you can pay. You probably will wind up letting them all lapse and will try to defend your mistake by blaming the agent for high-pressuring you. Perhaps he did use high pressure. But that doesn't excuse you for not figuring up what those weekly payments would amount to at the end of the year! The number of lapsed industrial policies each year

certainly indicates high-pressure selling, but it also indicates a deplorable lack of sales resistance.

Although you must be watchful of hazards when buying industrial insurance, you should not overlook one major point in its favor. It is practically the only type of insurance obtainable for a child under ten years of age. The juvenile rates being fairly reasonable, the industrial worker thus is enabled to provide for the burial of his children, which is one of his chief worries.

While this insurance is adequate where children are concerned, it is disproportionately expensive for adults. This fact, however, is easily accounted for when you study it closely. For instance, it is much easier to obtain an industrial policy than any other kind. You are not compelled to undergo the thorough physical examination required for ordinary insurance. An inspection is substituted for the examination. The inspection is often nothing more than an assertion that you bear out the statements you made in your application. This laxity obviously makes it possible for many people to obtain industrial insurance who physically would be disqualified for an ordinary policy. But it means you're a greater risk to the company. And, don't forget, the company varies its charges according to its risks. Add to the above the greater expense involved in the weekly collection

of premiums by the agent and the enormous amount of bookkeeping entailed, and you'll discover that an adequate amount of industrial insurance is almost out of reach of the person for whom it is intended. If this fact were realized more generally, there would be a great reduction in the number of lapsed policies, for there would be fewer policies issued to people who couldn't afford them.

The reason for industrial insurance being the kind most often written on the lives of children is explained by the fact that, except for the "juvenile" policies issued by certain companies, ordinary insurance usually is written only on a child over ten years old and must be on the child's own application. Although, in New York State, the law does not allow a life-insurance policy to be issued for anyone, minor or adult, except upon application of the person insured, there's a provision permitting a limited amount of insurance to be taken on a child by the person liable for his support. Industrial insurance is the kind written in such instances.

If it weren't that charts and tables generally spell boredom, I would include a few in this chapter to help clarify in your mind just what you can get out of industrial insurance and how much it will cost you. Maybe it seems too technical to you even without the charts and tables. Well, if you're a small-wage earner with a sizable family and are in the market for insur-

ance, it will pay you to be a bit technical. Otherwise one of these days you may be bemoaning the fact that you've been stung, when in reality you've actually stung yourself. Either situation would be unpleasant, something you should avoid if possible. Careful consideration of these points will help:

1. If you must limit yourself to a small amount of insurance (one thousand dollars or under), make no investment until you have inquired whether or not savings-bank life insurance may be obtained in your locality. As yet such insurance is not available in all the states, but you should take advantage of it if possible. It will reduce the cost of your insurance enormously. The low cost is due to the savings banks' minimum overhead, their small amount of advertising, and the fact that they do not send out agents to sell policies nor representatives to collect premiums. If the banks in your state do not offer it, write to the Savings Bank Life Insurance League, New York City. They are working to promote savings-bank life insurance throughout the country and will tell you what steps to take in order to make it available. I know this sort of insurance is obtainable in New York State and in Massachusetts.

2. If the savings banks in your community do not sell insurance, and you can't afford the premiums of an ordinary policy or are physically unable to pass the medical examination for such a policy, then, and

not before, would I recommend your considering industrial insurance.

3. Insist upon the agent allowing you to study the tables. Figure up the annual amount of the combined premiums and compare it with the premiums of an ordinary policy.

4. Do not sign for any amount until you are certain the total of the weekly premiums will be within your means.

5. Find out if the insurance company with which you are dealing gives a refund for direct payment of premiums instead of having the premiums collected by the agent. If it does, take advantage of this, and it will reduce the ultimate cost of your insurance considerably.

6. Most industrial policies provide dividends whereby surplus earnings are paid to the policyholders. But these don't begin to be payable until the policy has been in effect for several years. Inquire about these. Ask how soon dividends are made payable. Also, ask how soon you may surrender your policy for cash.

7. Guard against high-pressure salesmanship. Bear in mind that, although most people believe wholeheartedly in insurance, a great majority of the policies issued are *sold* rather than voluntarily purchased. This is particularly the case with industrial

insurance and accounts for the quantity of lapsed policies each year.

Don't feel that I'm advising you never to buy industrial insurance. Quite possibly it's the only type available to you, and, if that's the case, it may be better than no insurance at all. The purpose of this chapter is merely to help you buy wisely. Remember, the insurance salesman works on a percentage basis. His standard of living depends upon his ability to sell. Yours depends upon your ability to buy or, perhaps, on your sales resistance.

CHAPTER XIX

THINK THIS OVER BEFORE YOU BECOME A GUARANTOR OR COMAKER

EARLY IN THIS BOOK I told you it was wiser to borrow money from a bank and pay cash for things you need than to buy them on the installment plan. I mentioned that, in order to obtain a loan, you may be required to have a comaker. Naturally, in that chapter, we were pretending you were the borrower or possible installment buyer. Now suppose you are just the opposite—you're a comaker.

We'll assume you have a fairly good job. Your salary, while not large, provides modest support free of indebtedness. A lot of people think you're lucky, and you may even have shared this opinion. But not now. The postman brought something which took the wind out of your sails. It's a notice from a bank. It says a friend, whose note you endorsed, has de-

faulted. What does it mean? Read it again. The meaning is quite clear. It is up to you to finish paying off the loan. Yes, and you must begin at once!

Maybe you haven't money enough on hand to meet this payment. Too bad. Better scurry around and find it. You can't dillydally with the bank. When you endorsed that note you guaranteed, unconditionally, that your friend would fulfill his obligation. The bank investigated you, made sure you were substantial enough to carry the loan, before granting it. Now that your friend has defaulted the full responsibility rests on your shoulders. If you fall behind even one month, you risk having your salary garnisheed. It's a ticklish situation. But it isn't unusual. The number of men and women who come to see me, or write letters, asking me to get them out of the endorser's hole is staggering. And I'm sorry to say that nearly every case results in a friendship being thrown on the rocks.

One case which comes to mind concerned two men who had been close friends for nearly fifteen years. You'd think such an association could weather almost anything. But it couldn't. A note for three hundred dollars wrecked it. One of the men needed that amount to cover the hospital expenses of his wife, who was having a child. He was a furniture salesman. Although his regular salary was only thirty-five dollars a week, there were certain periods when com-

missions expanded his income to twice that amount. But this was the dull season. Naturally the bank would not lend him money on the strength of possible commissions. He was told to get a good comaker—someone who had been regularly employed for at least two years and whose salary was adequate to carry the loan in the event of his default. He went to his best friend. His friend was willing, even eager to help him.

“I’d lend you the money myself if I had it to spare,” he said, then filled in the blank spaces, stating how long he had been with his firm, the amount of his income, and all the other information the bank requested. Finally he signed the note without bothering to read the finely printed definition of a comaker’s liability in case of the borrower’s default. Or, if he read it, he failed to give it any thought. He simply thought, “My friend won’t let me down.”

Most comakers treat the matter in much the same fashion. And it’s no wonder so many of them fall in the hole! The furniture salesman lost his job after having made only two payments. It was months before he again secured work and a much longer time before he was able to reimburse his friend for clearing up the loan. Now, although both the bank and the comaker have been paid in full, that fifteen-year-old friendship lies dead and buried. And who’s to

blame? The furniture salesman? Not at all. The blame rests entirely upon the comaker!

That probably shocks you. Well, I hope it does. And I hope it causes you to investigate the martyrdom of the comaker who is left holding the bag. Such investigation may go a long way toward keeping you from becoming one.

Don't think I'm warning you never to be a comaker, for that is not my intention. I simply want to wake you up to the fact that when you sign your name as guarantor for someone you are undertaking what may be a man-sized job—one that should be approached with extreme caution. You can see in the case described above, and probably in the experiences of some of your friends, that a sentimental handling of the situation leads straight to martyrdom. To avoid this, as well as the risk of losing a friend, give heed to the following advice:

1. If someone asks you to be guarantor on a loan, do not be embarrassed into immediate acquiescence. Even though he's your best friend, you should ask yourself these questions:

Is his salary large enough to allow him to carry a loan of this size? If something unforeseen causes him to default, can I manage the monthly payments without going into debt? Does he need the money urgently enough to warrant the hardships which may be inflicted on me in the event he defaults?

2. Now ask your friend these questions:

For what purpose does he need the money? Will the monthly payments be only such a proportion of his income as not to subject him to privation? What will he offer as security?

3. The above questions are of vital importance, especially the last one. There is no reason to be timid about requesting security. Your friend will be glad to have you hold something belonging to him which he deems valuable. It will relieve his embarrassment over having asked the favor. And even though the security could not be turned into sufficient cash to cover the amount of the loan in case of default, you will feel less the loser than you would otherwise. Perhaps you feel this procedure is hard-boiled. Believe me, it will prove the safest course you can take to preserve friendly relations. I know of one case where it was used with results that were highly satisfactory for both parties. An artist asked a friend to be a comaker on a loan for two hundred dollars. The friend requested a painting as security. But not just any painting. No, nor even a painting that he, the comaker, might select, for he didn't consider himself a good judge of art. He asked for the painting the artist considered to be his best work. He received a painting priced at five hundred dollars. The artist defaulted in his payments on the loan. The comaker paid the bank and kept the painting. There were no

hard feelings. Later the artist called on his friend, handed him a roll of bills amounting to two hundred dollars.

"I've come for my picture," he said.

His friend left him standing in the middle of the room holding the money, crossed to his desk, and sat down and began writing. He returned with a yellow slip of paper in his hand.

"You take this instead," he said. "I *want* the painting." It was a check for three hundred dollars!

4. One important fact to consider before you become a guarantor is that, if the borrower should go into bankruptcy, the guarantor must assume the burden of paying off his loan. Remember, when you endorse a borrower's note, you guarantee *unconditionally* that it will be paid in full!

If you have a good job and haven't as yet been asked to be a comaker, don't worry. Your time will come. And when it does, remember what I have told you and act accordingly. If you do, you aren't apt to go through life feeling bitter for having performed a friendly act.

CHAPTER XX

DID YOU GET A RECEIPT?

I KNOW A BANK TELLER who holds a record for catching counterfeit bills. The secret of his ability, of course, is a matter for conjecture, but I'll wager that he simply is more alert than other tellers. However, like many people who are keen to the responsibilities of their jobs, at the end of the day he sheds his alertness as if it were too great a burden to carry home. And what happens? He falls heir to more bad quarters and half dollars than anyone I've ever known.

Possibly you have a fellow feeling for the bank teller. Even though you're not a clock watcher, when the clock strikes five something snaps. You shake off your workaday worries, grab your hat, and dash from the office like a colt breaking from a corral into

an open pasture. "Now! Relax!" you say to yourself and commence by darting across the street against traffic. You don't know why you're in such a hurry, but you stop at a newsstand, pick up a paper, and forget to wait for your change. Eventually you may become, like the teller, a catchall for leaden coins. The list of incredible things you're apt to do under the guise of relaxation is endless. But this chapter is concerned with only one of those things.

Suppose, on your way to dinner, you stop at the tailor's with a suit to be dry-cleaned. The tailor asks your name and address, writes it on a scrap of paper, and pins it to the suit.

"When can you deliver it?" you ask.

"Saturday."

Saturday comes and goes. Maybe even a week passes. No sign of the suit. Only thing to do is to call for it. The tailor doesn't remember you—asks your name, then begins to search the racks. He returns to the counter empty-handed.

"When did you leave it?" he asks.

"Nearly two weeks ago."

He makes another fruitless search. He shakes his head and says you must have made a mistake. Perhaps you left it in another shop.

This, of course, makes you angry. You shout a description of the suit, explain that it's practically a new one.

"If it's been lost, you'll have to make it good!" you say.

Then comes a blow.

"Where's your receipt?" asks the tailor.

"Receipt . . ." you repeat vaguely. "Why, you didn't give me one!"

That's right. He didn't give you one. New York tailors seldom do, unless you insist. And you didn't. Now it doesn't matter whether your suit has been lost or stolen or confiscated. You haven't a chance of recovering. But if there's any truth to the adage, "misery loves company," you may feel comforted to learn that a multitude of people lose garments in the same manner. Of course it's possible that the tailor in the above case was not really dishonest, that your suit was lost simply because of his inefficiency. But that is merely a possibility. I know of many similar cases where fraud obviously was intended and was successful only because the customer had failed to obtain a receipt.

For example, one of my clients left word with a neighborhood tailor to send for a suit to be pressed. Shortly after he arrived home the doorbell rang. He jumped out of the tub and asked, "Who is it?"

"Tailor," said a voice.

He handed the suit out, saying he wanted it back in half an hour.

"Okay," said the voice.

He waited two hours, then threw on some old clothes and went to the tailor's.

"Where's my suit?"

The tailor said he was sorry he had not been able to send for it but that his delivery boy had not returned from an errand to the other side of town.

"But you did send for it," said my client. "The boy promised to bring it back in half an hour."

The tailor smiled.

"Impossible. The boy hasn't been in the shop since before lunch. He had no way of knowing you wanted a suit pressed."

My client grew excited, described how he had handed the suit through the door. He even stepped behind the counter and rummaged through the garments on the rack. It was a waste of time. His suit was gone. He hadn't demanded a receipt. And, worse yet, he had handed it to an unseen person!

It isn't the purpose of this chapter to attack tailors for not offering receipts. I cite the above cases simply because they are commonplace and to make you realize you have been lucky if you haven't had a similar experience. A receipt is of mighty importance in any transaction where there is an exchange of money or property. Failure to obtain one often reduces carelessness to the level of stupidity. Why should you rely on another's honesty or memory, when irrefutable protection for your interests is provided by a

simple little slip of paper, properly signed and dated? People continually come to me to help straighten out difficulties which never could have arisen if they had shown that slip of paper the regard it justifies.

Just recently a woman called at my office and said her landlord intended to dispossess her if she didn't vacate her apartment within five days, the reason being that she was a month behind in the rent. She had lived in the apartment five years on a month-to-month basis, never having signed a lease.

"How much rent do you pay per month?" I asked.

"Twenty dollars. But I've lost my job. I have no place to go—no money with which to move. I can't possibly get out in five days, even though I'd like to help Mr. Ronelli. You see, he has a chance to rent the apartment for twenty-five dollars."

"Why do you want to help Mr. Ronelli, when he threatens to dispossess you?" I asked, baffled.

"Well, I'm not very smart at managing my money. Each week, when payday came, I used to put five dollars in an envelope toward the rent. But something unexpected always seemed to come up that called for money. Each time I'd take a little out of the envelope. Then, when the rent was due, I'd be short. I explained how it was to Mr. Ronelli, and he was good enough to come by every payday and collect five dollars, just so I wouldn't be tempted. It meant he

had to call four or five times a month instead of once. Not many landlords would do that."

"How long has this been the procedure?" I asked.

"Three years."

"Have you saved the receipts?"

"Oh, I didn't trouble him for receipts. I knew how much I paid."

I took a pencil and pad and showed the amazed woman where she had been cheated out of sixty dollars, three months' rent, during those three years. And she had thought her landlord was being good to her! Too bad there were no receipts to prove otherwise.

Another woman I know had the sad and costly experience of being taught the value of a receipt by the man she was engaged to marry. It happened as the result of her mentioning the desire to dispose of a dinner ring set with diamonds. Her fiancé persuaded her to let him sell it, saying he had contacts through which he could get the best possible price. Perhaps he told the truth. I doubt whether the woman will ever know. She gave him the ring but failed to get a receipt. The man she *was* engaged to marry claims never to have seen or heard of the ring nor of the woman's desire to sell anything.

Don't think any old slip of paper someone sees fit to call a receipt is going to give you the magical protection superstitious souls expect from a rabbit's

foot. You must make sure the receipt is properly made out. Otherwise you may find you have been cheated, like a man I know who bought a piano on the installment plan. He was so excited over his purchase that he folded the receipt for the twenty-five dollar down payment and put it in his pocket without looking at it. His wife asked to see the receipt and discovered it was for only fifteen dollars. He went back to the piano company to have it corrected, but the man who sold him the piano claimed he had paid only fifteen dollars.

I could go on half the night citing cases to illustrate how really foolhardy it is to underestimate the importance of a receipt. The foregoing should be sufficient to make you give a little thought to the subject. Once you do that, you've taken a step in the right direction. If you care to go further, keep in mind the following points:

1. A receipt is a written acknowledgment that certain personal property, money or goods, has been received by the person giving it. It should be properly dated and signed. If the person issuing the receipt is not the person for whom the money or goods is intended but merely such person's agent, see that he writes his principal's name first, then signs his own beneath it, like this: Howard Jones

By Bill Smith.

2. If the receipt is for money paid on a debt, it should indicate the balance due. Some installment houses fail to show more than the weekly or monthly payments in their customers' account books. You will be wise, after each payment, to insist upon a receipt showing the balance of your obligation. This may necessitate a bit of red tape and wasted time, but I know several cases where it would have been worth while. It is easy to lose track and make a few extra payments but extremely difficult to get your money back!

3. The returned voucher of a check is a valid receipt, if properly made out. If you choose this method of paying your bills, make sure the check is made payable to the person or firm to whom you are indebted. It is wise to write in the corner of the voucher "on account" or "in full payment," whichever the case may be, and, if the account has a number, to include that. A check drawn in payment of a specified bill should never be made payable to "cash" or "bearer."

4. Keep your receipts until after the time for action prescribed by the statute of limitations has passed. If you don't know what this is in the state you live in and don't care to go to the trouble of finding out, just tuck them away where they'll be safe as long as you live.

CHAPTER XXI

WHAT'S THE GOOD OF A COPYRIGHT?

I KNOW A MAN who devoted nearly five years of his life to writing a biography of a certain historical character. Much of this was spent on research. He uncovered a number of incidents in the character's life comparatively unfamiliar to the general public. "This will make a good movie," said the author when his manuscript was completed and straightway submitted it to a motion-picture company.

In a few weeks the manuscript came back with a statement that the company already had in its files a manuscript concerning the same character.

Some time later the author, having casually dropped into a movie theater, suddenly realized he was watching a picture based on the life of the character whose biography he had written. Furthermore,

the picture was produced by the company which had rejected his manuscript. And, worse still, some of the scenes were identical to those unfamiliar incidents described in his work! He was furious. "I'll sue!" he said.

But he had slight chance of recovery. His work had not been copyrighted. Even if he had been able to prove the incidents were partly the figments of his imagination, rather than factual, he would have been hard put to it to prove in court his priority of ownership, a thing so easily proved if one has a certificate of registration from the Copyright Office of the Library of Congress.

I know an artist who designed, for his own use, an extremely novel and attractive Christmas card. He placed it in the hands of a printer several months before he intended using it. A few weeks before Christmas he called to get his cards. They hadn't been printed. The printer said he had been too busy with large orders but would have them ready in plenty of time. But they weren't. And the artist had a big row with the printer. He had seen, in several stores, cards bearing identical likeness to the one he had designed. But his row with the printer netted him nothing. Those cards in the stores had been copyrighted. His hadn't been.

Innumerable cases could be cited giving convincing testimony as to the value of a copyright, cases show-

ing where great sums of money have poured into the pockets of plagiarists, where public acclaim has been showered on unworthy individuals who hadn't an ounce of originality, simply because the rightful owners of original works neglected to secure copyright protection. By this I do not mean there is no limit to the scope of a copyright. For there is. A copyright, for instance, does not give anyone the exclusive right to something the law deems to be in public domain. The pity is that many people, when faced with this realization, erroneously conclude that the business of copyrighting something is a complicated and unnecessary precaution. I hope you won't make this mistake.

According to the Constitution of the United States, the purpose of the copyright law is "To promote the progress of science and useful arts by securing for limited times to authors and inventors the exclusive rights to their respective writings and discoveries." In other words, if you're an author, a composer, an engraver, a printer, an artist, a photographer, a draftsman, a sculptor, or a designer, the copyright law offers you a special protection. It secures to you the exclusive right to use, publish, reproduce, or sell the products of your creative efforts. Sounds pretty good, doesn't it? Yes, and it's as good as it sounds. A person who doesn't take advantage of it is simply neglecting his own interests.

It is the same with the copyright law, however, as with anything else. The more clearly you understand it, the more good you will derive from it. I hope this chapter will increase your understanding. The following points cover the most important things you should know :

1. In applying for the registration of your work for copyright you must specify the class to which it belongs.

The following is a list of the various classes :

- (a) Books, including composite and cyclopedic works, directories, gazetteers, and other compilations;
- (b) periodicals, including newspapers;
- (c) lectures, sermons, addresses, prepared for oral delivery;
- (d) dramatic or dramatico-musical compositions;
- (e) musical compositions;
- (f) maps;
- (g) works of art, models or designs for works of art;
- (h) reproductions of a work of art;
- (i) drawings or plastic works of a scientific or technical character;
- (j) photographs;
- (k) prints and pictorial illustrations;
- (l) motion-picture photoplays;
- (m) motion pictures other than photoplays.

2. The procedure of securing a copyright for unpublished works differs from that for published works. If you wish to copyright an unpublished lecture, sermon, address, or a dramatic, musical, or dramatico-musical composition, you must deposit in the Copyright Office one *complete* copy of the work. It may be written either by hand or by typewriter, so long as it is legible and clean. And you must make sure the sheets are fastened together tightly. To copyright works of art, such as drawings, paintings, and sculptures, or models or designs, a photograph or some other suitable identification (a reproduction) must be deposited. You are required to deposit one copy of an unpublished photograph you want copyrighted. For a motion-picture photoplay you must deposit the title and a description of the work plus one print from each scene or act, whereas, in the case of a motion picture other than a photoplay, the title and description and at least two prints taken from various sections of the picture must be deposited. The registration fee for unpublished works is one dollar. In the event you should decide, at some later date, to publish or reproduce for sale any work in this group, you must make another deposit and register again according to the rules regarding published works.

3. All works listed under point 1, if put on sale, sold, or publicly distributed, are automatically classed as published works. The copyright registra-

tion fee for each work in this class is two dollars, except for a published photograph without certificate, the fee for which is one dollar. Books, pictorial illustrations, periodicals, maps, and prints cannot be registered until after publication. Promptly upon publication, however, you must send two complete copies of such work (of the best edition) to the Copyright Office, accompanied by an application for registration and a money order covering the fee. The application may be obtained free of charge by writing to the Copyright Office, Washington, D.C. A copyright protects only each specific work deposited. For instance, if you should write a new version of a book which already has been copyrighted, such as converting it into a drama or a motion picture, each version must be copyrighted independently. Corrections or additions, however, are provided for in the original copyright.

4. If you're an American or a permanent resident of the United States, seeking to copyright a book, the copies you deposit must be accompanied by an affidavit, under the seal of an officer authorized to administer oaths, stating that the typesetting, printing, and binding of the book have been performed within the United States. The affidavit form may be obtained on request from the Copyright Office.

5. The copyright notice for books, periodicals, dramatic and musical compositions should appear on

the title page or on the page immediately following (the back of the title page). The form will be something like this: "Copyright, 19 (year date of publication), by (name of copyright owner)." Where maps, works of art, photographs, pictorial illustrations, etc., are concerned the copyright notice may consist of the letter "c" enclosed within a circle (©), accompanied by the initials, monogram, symbol, or mark of the copyright proprietor. The proprietor's name, however, must appear somewhere on the work, perhaps on the base or margin or mounting, where it may be seen.

6. There are certain restrictions as to the persons entitled to copyright protection. For instance, suppose you're an author. You must be a citizen of the United States or be living here at the time of the first publication of your work or be a citizen of a country which offers protection similar to ours to citizens of the United States. But perhaps you are not the author nor the creator of any type of work listed in this chapter. If the author or creator of any such work has assigned to you the title of his work, thus making you proprietor, you are entitled to copyright protection. Also, if you're the executor, administrator, or assign of the author or proprietor of a work, you are entitled to copyright protection.

7. It is important to bear in mind that your copyright is good for only twenty-eight years, unless you

file application for its renewal one year before its expiration. Renewal, the registration fee for which is one dollar, makes your copyright good for another twenty-eight years. But failure to renew the copyright on its twenty-seventh birthday terminates it.

8. If you want to find out whether or not a book is in public domain or who the recorded owner of a specific copyright is, you may do so by making application to the Register of Copyrights. A search will be made of the records. You will be charged one dollar per hour for the time spent in making the search. To reduce the cost of this it is wise to give a clear description of the work in question, its title, copyright owner, and, if possible, the approximate date of its entry.

9. Application of the copyright law is a question for the courts. Owning a copyright enables you to bring suit for infringement whereby you may recover damages not only for the amount of your loss but also for the full amount of profit made by the infringer. You must be sure, however, to have filed registration and to have deposited copies of your work with the Library of Congress. Otherwise your suit for infringement cannot be maintained in court.

The foregoing points, although they do not give a complete summary of the copyright law, I trust will give you a fair idea of the purpose, function, and worth of a copyright. Further information on the

subject may be obtained simply by writing to the Copyright Office, Library of Congress, Washington, D.C.

If you happen to be an author or an inventor or any one of the creative types of persons mentioned in this chapter, I hope from now on you will avail yourself of the protection provided by a copyright. Don't forget, its purpose is to promote the progress of *science and the arts*. And you don't need a lawyer to get one!

CHAPTER XXII

ARE YOU RESPONSIBLE FOR YOUR CHILD'S DAMAGES?

"SORRY to trouble you so early," said a voice.

I put down my paper and drank that last and best swallow of coffee.

"No trouble," I said. "Come in."

The young man in a chauffeur's uniform tossed his cap on the sofa and sat in the chair next to my desk. There were dark circles under his eyes.

"What are you worried about?" I asked.

"My wife and I have laid awake several nights trying to figure where we can get two hundred dollars."

"Why do you need that amount?"

"A woman in our neighborhood demands it. She says if we don't pay it by tomorrow she'll sue. Will you please try to talk her out of it? I'm desperate!"

"You must give me the details," I said. "How do you happen to owe her this money?"

"I don't really owe her a cent. My kid didn't mean to knock her down. It was an accident. He was playing handball in the street with a lot of other kids."

"Was she injured?"

"She broke her hip. She was laid up for some time. I told her I punished my kid for not watching where he was going. But she says that don't do her any good; she wants money and wants it quick. She says if I don't come across with two hundred dollars by tomorrow she'll sick the law on me!"

"I don't doubt that she wants the money—if she can get it," I said. "How old is your child?"

"Nine."

"Do you have the woman's telephone number?"

He scrambled through his billfold.

"Here it is," he said excitedly.

I dialed the number. The woman answered. I introduced myself as the chauffeur's attorney.

"Is it correct that you intend to bring suit if my client does not pay you two hundred dollars in settlement for damages inflicted by his nine-year-old son?" I asked.

"Indeed it is!" she shrilled. "I'll sue him so quick it'll make his hair curl! Who knows? I may be like this the rest of my life!"

I said I hoped she would get no worse. I told her

it was nonsense to sue where she hadn't a chance of recovery. "Legally," I said, "you cannot hold a parent responsible for damages caused by his minor child."

She slammed the receiver down.

The chauffeur looked less impressed by what I had said to the woman than by her reaction.

"Did you hear what I told her?" I asked.

"Yes, but . . ."

"You have nothing to worry about. She's a bully. Legally she hasn't a leg to stand on. She is merely trying to scare you into giving her two hundred dollars."

I naturally thought he should be pleased. But he wasn't. He seemed bewildered, as if he doubted his problem had been solved. He picked up his cap and crossed to the door, his head tipped mistrustfully to one side. I had to remind him he hadn't paid the Legal Clinic its one-dollar fee!

Many cases like this have come to me. And they all have been as quickly disposed of as the one above. But think of the numberless parents whose children are normal and play handball and various other rough-and-tumble games. Precious few of these parents have any knowledge of law. Each probably would be terrified by the threat of suit for damages caused by his child's misadventure. He would willingly, yes, even eagerly, pay hush money to ward off such a

suit, never realizing it couldn't get to first base in a courtroom.

If you are a parent, it behooves you to acquire some knowledge about the laws concerning children. You will save yourself a great deal of worry as well as money. The following points contain valuable information:

1. Although in some states a female over eighteen is held to be of age, a person under twenty-one is usually regarded in law as an infant.

2. An infant can make a good contract, but only for necessities such as food, clothing, lodging, and education suitable to his position in life. Beyond that his parents or guardians cannot be held responsible for his obligations.

3. A child under seven is regarded in law as incapable of committing a crime, whereas between the ages of seven and fourteen it is usually left to the jury to decide whether or not he has criminal capacity.

4. Either parent of the infant is regarded as his natural guardian, and either may, when authorized by the court, sue on the child's behalf when the child has been injured and damages therefor are sought.

5. If you ever should be so unfortunate as to injure a child, say with your automobile, be extremely careful as to the way you make settlement. You may be tempted to settle the claim on the spot with the

child or his parents. But this is dangerous. A quick, informal settlement will not stand legally. The child, when he becomes of age, can repudiate it and, no matter how long a time has elapsed since the accident occurred, can make a claim against you. Remember this important fact: The court must appoint one of the parents as guardian to make settlement on behalf of the child if any such settlement is to stick.

6. Injuries to a child are sometimes caused by what is known as an attractive nuisance. This is any unguarded dangerous thing which might attract children, being so located that it attracts them from the street or from some public place where they may be expected to be. A railroad turntable, an uncovered well, an abandoned merry-go-round are all attractive nuisances. If the owner of such dangerous things permits them to remain unguarded and a child is injured, the owner is liable for the child's injuries.

If you are an average parent, you should find the foregoing six points comforting as well as helpful. They show rather plainly that the law likes children.

CHAPTER XXIII

IF YOU DON'T MAKE OUT A WILL . . .

IF YOU'RE ONE of the multitude who think a will is merely a rich man's means of averting family squabbles, you'd better pay close attention to the contents of this chapter.

A will, whether you're as rich as Croesus or as poor as Job's turkey, is one of the most important documents ever to require your signature. The smaller your estate is, the more vital it is that you leave a properly drawn, properly executed will. There is no substitute.

Many a person fails to leave a will simply because he feels his estate is so small that there could be no complications, that everything would just naturally go to his wife and children. But it doesn't always work out that way. And even if it did, his survivors would suffer unnecessary hardships.

Take, for example, a woman who comes to see me from time to time—a Mrs. Mario. She's a widow with three children. She scrubs floors in one of the big office buildings in lower Manhattan. Fifteen years ago, when the boat bringing her and her husband to the United States entered New York Harbor, the couple's expectations of the future were "so big they hurt." They were young at the time—eighteen or nineteen.

"Peter had such big dreams," said Mrs. Mario. "When we stood on the deck getting our first look at the wonderful new world he swept his hand toward one of the great office buildings and said, 'I'm going to build you a castle just like that!' And here he hasn't been dead three years, and I'm scrubbing floors in one of those buildings! Peter would not rest in his grave if he knew that."

No, he probably wouldn't. But Peter Mario died without having drawn up a will. This was the result. By the time each of his three children's share of his small estate had been set aside, and a guardian had been appointed to see that their shares were looked after until they became of age, and the expense of all the other technicalities arising when a person dies intestate had been paid, poor Mrs. Mario was practically penniless. The children, being small at the time of their father's death, needed their mother's attention. Mrs. Mario knew this. She also

knew she must find some sort of a job, something, if possible, that would give her some time with the children. Scrubbing floors on the night shift was the answer. Rather a pathetic situation, isn't it? All the more so when you realize a mere will could have prevented it.

Don't think a will is important only to those who are married and have children. Suppose you're a bachelor. You have several brothers and sisters. All are financially well off except one brother. He happens to be your favorite. When you die you naturally want your estate to go to him. He needs it; the others don't. But he'll get only a small part of it if you don't leave a will.

And a will is important to a spinster, too. Take, for example, a woman I knew whose only living relatives were several times removed, not only lineally but in every way. The woman could not tolerate them. She frequently used to say, "You can't help who you're kin to. It's your friends that count." And she had a friend whom she claimed to think more of than any member of her family. But did her friend receive her personal property and money when she died? No indeed. She didn't leave a will. Everything was divided between her unloved relations. Her friend didn't get the wrappings of her finger.

There is no reason to go on citing situations. Suffice to say there is no situation which does not warrant

your drawing up a will. If you are delaying to do so because of the notion that it's too expensive and complicated a procedure, perish the thought. The expense and complications depend entirely upon the size of your estate and the manner in which you want it distributed. A will may be quite simple and involve no large expense to prepare. It costs something, of course, for you must have an attorney prepare it and supervise its execution. But the cost of this will be saved many times over in the reduction of expenses in the administering of your estate. You should bear in mind that when a person dies intestate (without a will), leaving property to be distributed, his survivors may fall heir to costly legal procedures which rarely net more than headaches and disappointments but frequently work hardships on them comparable to those of Mrs. Mario.

I won't give you a long-winded, tiresome description of how to make out a will. You probably wouldn't read it anyway. Or, if you did, you might be tempted to try making out your own. Some people may tell you it's an easy thing to do. I tell you it's a mistake to do it! Get yourself a lawyer—a competent one. It will pay in the end. The technical details of anything so close to you as your will are much safer in the hands of a disinterested party. Even the average lawyer does not trust himself to draw up his own will. He usually has a colleague do it for him.

I know of only one exception, a highly successful corporation lawyer who had drawn up many complicated wills for business officials with large estates. His skill in such matters was noteworthy. His own will, however, proved too much for him. Why? It was too close to him. He failed to use a certain pronoun with adequate clarity. His estate was in litigation for nearly three years!

The law relating to wills, regardless of how simple they may be, is extremely technical. Any will which isn't executed in exact compliance with the rules governing such documents isn't worth the paper it's written on.

The purpose of this chapter, however, is not so much to discuss the technicalities of a will as it is to prod you into having yours drawn up before any more grass grows under your feet. May the following points spur you to action!

1. If you die intestate (without a will), the law deems that you have intended your property to be distributed according to the rules laid down by the state. These rules, having been arrived at through averages, may work in direct opposition to your wishes. For instance, in some states the property of a husband who dies intestate must be divided between his widow and his parents or, in some cases, between his widow and his brothers and sisters. You may intend everything to go to your widow, who possibly

has no other means. But unless you leave a will your good intention is merely another block in that infamous highway paved with *good intentions*!

2. In the event you have no wife nor parents nor children, but are survived only by brothers and sisters, this is what happens: If you die intestate, the law deems that all persons of the same class who survive you, such as brothers and sisters or their descendants, shall be given equal shares of your property. Sounds fair enough, doesn't it? It is, if the case is average. But perhaps yours isn't an average case. I know of an instance where this ruling worked a cruel hardship on a crippled sixteen-year-old girl. Her mother had died when she was born. She was reared by an aunt, her mother's sister. Her aunt, not knowing whether the child's father was alive or dead, had never legally adopted her, but the two were as devoted as any mother and daughter could be. The child was crushed when she received news that her aunt had been killed in an automobile accident. But this was only part of the tragedy. The aunt died intestate. Her modest estate, which, in its entirety, would have provided ample support for the child, was divided equally among three nephews and two nieces! This despite the fact that all, except the crippled niece, had plenty of money in their own right. The cripple, whom the aunt obviously would

have favored had she left a will, received a sum pathetically small.

3. When you die without a will your survivors will not receive anything until after the state has appointed an administrator to take care of the mechanics involved in the actual distribution of your property. Since you have given no hint as to which of your relatives is to be trusted, the state holds that anybody designated as administrator must furnish a bond to insure that the administration of the estate will be according to law. The bond is obtained from a bonding company and costs a pretty penny. The bonding company, knowing no more about the administrator than the state knew, protects itself by demanding that all the cash from your estate be deposited in a bank account and that all withdrawals must be countersigned by the bonding company. Likewise, all other assets of your estate must be placed either in the bonding company's hands or in a safe-deposit box from which no part can be withdrawn without the company's consent. Not only does all this red tape slow up the distribution of your property but the cost of it is deducted from the assets of your estate and must be paid before the survivors receive a cent! I hope you're remembering this is the result of your not having drawn up a will!

4. Do not labor under the illusion that just because you have a wife and children everything you

have automatically will go to them. Unless the deceased parent leaves a will in which the surviving parent is designated as the children's guardian without bond, the surviving parent will be compelled to furnish a guardian's bond, insuring that the children's money will be conserved. A separate bond will be required for the funds of each child. A premium for this bond is payable each year until the child attains the age of twenty-one. This is a matter of no small expense, particularly if there are several children. The income of the child's share usually is required for maintenance and education. Application must be made to the court each year for permission to spend such income. And each application involves additional expense! Is your estate large enough to enable your wife to afford all these unnecessary expenses?

5. By no means allow yourself to believe that a verbal instruction to someone can take the place of a will. This is called a *nuncupative* will and is deemed legal only when made by a soldier or sailor in active service. And even then adequate proof must be brought forward. Nor will an informal note or a letter serve. I know a case where a man thought a brief memorandum stating he wished everything to go to his wife when he died was all that was necessary. His wife thought so too. But he had two spinster sisters who were smarter. They knew, or found out, that a memorandum does not comply with any of the neces-

sary legal rules laid down for wills. They demanded their legal inheritance. Result? Half of the man's estate went to his wife and the other half went to his sisters. The estate consisted only of a small house and lot which, if sold, could not have brought enough for anyone to live on. So, the last I heard, the wife and the two spinster sisters were all living together. A cozy arrangement, perhaps—but not too pleasant!

If you have any feeling for the person or persons who may survive you, go to your lawyer at once. Explain to him how you want your property to be distributed, round up three witnesses or whichever number is required in your state, and sign your name to your last will and testament! Then be sure to put the document away where there is no danger of its being lost or destroyed. Some people consider a safe-deposit box the best place. I recommend leaving it in the custody of your lawyer. It is less apt to fall into destructive hands. Besides, you may wish to change it from time to time.

Remember, a will knows no class distinction. Its function is the same for the poor as it is for the rich. It is simply a device which gives the deceased legal control of the use and distribution of his properties, be they large or small, after death. In other words, it allows you to stretch your "dead hand out of the grave" to protect those who survive you.

CHAPTER XXIV

WHAT IT TAKES TO GET A PATENT

DO YOU THINK you're another Edison or Bell or Marconi? If so, you probably have at least one brain child which you hope someday will make you rich and famous. Perhaps it's a perpetual-motion machine or a new and remarkable method of doing business or an improvement on a device already on the market. Whatever it is, you think it's wonderful. But you're worried. What if it should be stolen? Horrible thought. Better get a patent at once!

It doesn't occur to you that some things, regardless of how wonderful they may be, cannot be patented. Off goes a letter to the United States Patent Office. You receive a prompt reply, a bulletin, *General Information Concerning Patents*. The bulletin contains forms showing how to make out applications.

The foremost thought in your mind being to safeguard your invention against theft, you hasten to make out the application without first carefully reading the bulletin. Your draftsmanship, not being what it should be, makes your drawings compare unfavorably with those shown in the forms. You may find, after setting everything down in black and white, that your device lacks that evasive something which makes things operate. Oh well, that can be worked out later. The important thing is to protect your idea against infringement. You mail the application to the Patent Office with the required filing fee of thirty dollars, then begin planning how and where you will market the product of your genius. Too bad, but you're in for a good-sized disappointment.

Roughly, there are forty thousand patents issued annually. There are many more applied for and rejected. Why? Because so many people who think they're inventors really aren't or, even if they possess a spark of the inventive genius, are slipshod in their manner of filing application, or else they simply try to patent something which is unpatentable. It is all the result of not being informed regarding the requirements laid down by Congress and the Patent Office.

Although the business of securing a patent actually requires the guidance of an attorney who has specialized in that particular branch of the law or long experience with patents on the part of the inventor,

many people come to me with questions of how to protect their "inventions" or with tales of woe describing how they've been robbed of an "idea." Usually neither the invention nor the idea is patentable. For example, a man came to me one day and said he had written a letter to a certain radio station suggesting they use the name "Professor I.Q." for the master of ceremonies on one of their quiz programs. He had written the letter about two weeks ago, he said, and had received no reply. A few nights later, however, he had tuned in on the same station and had discovered they were using the name he had suggested.

"I have a carbon copy of the letter I wrote," he said. "That will prove it was my idea. Can't I patent it and make them pay me for using it?"

I told him a mere idea was not patentable, no matter how good it was.

"But the radio station ought to pay me something since they thought well enough of my idea to begin using it," he persisted.

I telephoned the broadcasting company and asked if they had a program conducted by a Professor I.Q. They had.

"How long have you been using that name?" I asked.

"Five years," was the reply.

I've had dozens of people ask me how they can

profit by non-patentable ideas, such as ideas on how to market a certain article more cheaply or making an unpatentable improvement on the article itself or devising a scheme to increase its sale. Invariably I have been compelled to say, "No contract can be drawn which will be *sure* to protect your idea and give you a share in the profits."

No company which amounts to anything will sign a contract obligating itself to make payments without knowing what it is paying for. You can depend on that. The only way you can find out whether or not your idea is valuable is to tell it. If the company you tell it to is reliable and decides to make use of your idea, it will probably cut you in on the profits received as a result of its adoption. But there's no way in the world to *bind* the company to do this. It's purely a matter of good faith. There is no contract between you, which means you are actually at the company's mercy.

If your idea is applicable to only one specific company, such as the manufacturer of a certain breakfast food, and, for example, is a slogan which could be profitably used by only that company, your chances of being paid are fairly good. But if your idea is unlimited and can easily be adopted by many or all similar businesses, such as an idea for reducing the cost of department-store bookkeeping, your chances of being paid are nil. This is due to the fact that the

first company you reveal it to will receive no special profit from it. All competitors will have the benefit of the same idea.

If you think you're an inventor who has something the rest of the world is clamoring for, you will save yourself a heap of disappointments by learning something about what it takes to get a patent. Study the following points carefully, and you will not be apt to twiddle away your time and talent only to be rewarded with shattered hopes.

1. A patent may be obtained by any person, whether adult or minor, or alien, or convict, who has invented a new and useful art, machine, manufacture, or composition of matter, or even a new and useful improvement of any of these things. If you merely have helped in creating the invention, you can be considered a joint inventor and may receive a joint patent. But if your only part in the invention was to give financial aid, even though without such aid the invention could never have been completed, you do not rate even a joint patent. A patent, however, may be assigned to you, either in whole or in part, and such assignment should be written and signed before a notary public or witnessed and recorded in the Patent Office.

2. Although a patent grant gives you the right to exclude all others from making, using, or selling your invention for seventeen years, it does not give you

the right to make, use, or sell your invention yourself if it is an improvement on an unexpired patent whose claims are infringed thereby.

3. You will not be granted a patent except upon a regularly filed application which is complete in all respects. The filing fee is thirty dollars and must be paid in advance. The Patent Office, after receiving your application, will determine the utility and completeness of the disclosure of your invention and will make a search to determine its novelty.

4. The first and most important thing to do is to ascertain whether or not your invention is patentable. For instance, if it's one of those alleged perpetual-motion machines, put it away and forget it. Such machines are particularly taboo at the Patent Office. Other items on the Patent Office's "no" list are: methods of doing business, machines which will not operate, useless devices, and even improvements which are the result of mere mechanical skill. And remember, a patent is never granted upon a mere idea or a suggestion. There must be the disclosure of a practical physical embodiment of the idea.

5. You must give a complete description of your invention. If it is a machine or a device that can be illustrated, you must accompany your description with a set of drawings which suitably illustrate it. The drawings should be made by a skilled draftsman according to the specifications laid down by the

Patent Office. If the machine or device will not operate or is not set forth clearly enough to make possible its manufacture from your description, no patent can issue.

6. Don't, for the sake of economy, attempt to secure a patent on your own. The entire procedure is complicated. The rules regarding application forms are so strict and technical that only the help of a person skilled in such matters can prevent your being swallowed by the quicksands. Seek the services of a patent attorney. But make sure he's a good one. Check his standing with your local Better Business Bureau. If you're convinced he's reliable, give him your full co-operation. Don't make the mistake of withholding a vital detail nor even one which may seem to you unimportant. Such withholding may be the stumbling block between you and a strong patent.

7. It is extremely important that you will have kept a complete set of notes from the earliest conception of your invention, all of which should be clearly signed and dated, and witnessed by a trustworthy and intelligent person. Place these in the hands of your attorney. They may afford the evidence necessary to determine whether or not the patent belongs to you.

8. The cost of securing a patent varies according to the intricacy of your invention. If the invention is simple, requiring only a single sheet of illustrations,

the cost should be in the neighborhood of two hundred dollars, everything included—lawyer's fees, filing fee, and all. If, on the other hand, the invention is complex and cannot be disclosed adequately without elaborate drawings and a long description, it may be extremely expensive, due to the great amount of work demanded of the Patent Office and of your attorney.

9. You will not be granted a patent for a new composition of matter unless, in your application, you fully disclose its component parts as well as the manner of making and using it. Neither will you be granted a patent for a medical compound that is ordinarily used as a usual physician's prescription.

10. The Commissioner of Patents has been authorized by a bill signed by President Roosevelt to keep secret all inventions he (the commissioner) deems will affect national defense or whose publication will endanger public safety or defense. If your invention is of such nature, the commissioner can withhold granting you a patent for an indefinite period. And, in case you don't know it, army and navy officials get immediate access to pending applications.

11. Although you are not afforded protection prior to the actual issue of the patent, once you obtain one the patent law protects your invention throughout continental United States, Alaska, Hawaii, and the Canal Zone, and, when certain regulations are com-

plied with, in Puerto Rico, the Philippine Islands, and Virgin Islands.

The foregoing is only a brief summary of the Patent Law, and the procedure under it, in the United States, but I trust you are beginning to see that the business of securing a patent isn't exactly child's play. It is not my purpose, however, to discourage you. If you feel you've invented something of merit, do not hesitate to apply for a patent. Take steps at once and let your first step be to determine whether or not your creation is patentable.

CHAPTER XXV

CAN THE HOSPITAL HOLD YOUR WIFE AND CHILD FOR UNPAID BILL?

DID YOU EVER READ the article entitled, "Ether for Fathers"? In it the author strove to describe all the difficulties which beset the man whose wife has gone to a hospital to have a child. And he did a pretty thorough job, too. But he failed to mention something which I'll wager has harried a number of fathers more than anything described in the article.

It isn't likely you will ever be faced with this difficulty unless you find yourself in financial straits similar to those of a young man who one day burst into my office unannounced. But, since there's no way to tell which turn your fortune will take, it's just as well to be prepared. I have rarely seen anyone more upset than that young man was. And he had very good reason to be!

He was an elevator operator in an apartment house on Riverside Drive. His employer had given him the afternoon off for the purpose of taking his wife home from the hospital. But he had no money. He told his employer his fix. He was given an advance of two weeks' salary.

When he arrived at the hospital he found his wife and baby waiting in the lobby. He walked straight to the office, took out his billfold, and handed his money to the cashier. But it wasn't enough. The cashier counted it, separated the bills according to their denomination and slipped them into a drawer, then looked up.

"You're short twenty-four dollars," he said.

The young man was surprised. He had thought there would be enough left over to take his wife home in a taxi. There were extra charges he hadn't counted on.

"That's all the money I have at present," he said. "But I'll come in and make another payment in a couple of weeks."

"Sorry," said the cashier. "The hospital will not release your wife and baby until your bill is paid in full."

The young man glanced at his wife. She had heard. She looked frightened. He turned again to the cashier.

"There is no way for me to get the money right now. I've drawn ahead on my salary!"

"Sorry," said the cashier. "The hospital is very strict about this rule. You will have to raise the money somehow."

The young man rushed to his wife's side.

"Don't worry," he said. "I'll think of a way."

But he was in no condition to think clearly. His wife was the one who thought of the Legal Clinic. She suggested his calling on me at once. Now here he sat, lips quivering so badly he could hardly talk.

"What can I do? My wife's sitting there in the lobby waiting for me. She can't stand staying in the hospital any longer. The baby was born fourteen days ago!"

"Are you sure she is in condition to be taken home?" I asked.

"The doctor said she could leave on the tenth day. But I had no money at the time. Wasn't able to draw any until today. They charged me plenty for those extra four days. Now they're trying to get still more out of me by keeping her there."

"If you do what I say, you'll have your wife and baby out of the hospital within an hour," I said, then gave him instructions as to what he must do. He didn't appear to have much confidence in what I told him, but he promised to telephone me within an hour and hurried out of the office.

In less than an hour the telephone rang. I picked up the receiver and thought for a moment my eardrum had been broken.

"It worked!" shouted the young father. "I did just what you said! They got us out in a hurry!" He jabbered something about being grateful and hung up the receiver.

I simply had told him to go back to the hospital and ask to use the office telephone, then to call the police station and tell who he was and where he was and that his wife and baby were being held for ransom.

Of course it worked. The hospital hadn't an ounce of right on its side. In this country no human being legally may be held in hostage for the payment of a debt.

Fortunately the average endowed hospital does not stoop to this petty racket. Only the comparatively small private ones have been guilty in the cases that have come to my attention. But this does not minimize the evil nor indicate that the victims are too few to warrant consideration. It is simply another example of how the lack of knowledge of your rights can make you prey to those parasites who fatten themselves on the ignorance of others.

You fathers who think you should be given ether when your wife has a child can put a stop to this sort of thing if you'll stop acting as if you've had an over-

dose of that drug. Be on your toes. If, on the day the doctor signs your wife's release from the hospital, you haven't enough money to pay the bill in full, don't become hysterical. Follow these two points of advice:

1. Explain your situation. Try to work out a plan of payment agreeable to both yourself and the hospital.

2. If the hospital refuses to release your wife and child for the simple reason that it's a rule not to permit a patient to leave until the bill is paid in full, ask to use the telephone. Don't use a phone booth. Make your call from the office. And be sure someone hears you. Call the police station. Say the same thing the elevator operator said: "My wife and baby are being held for ransom!"

CHAPTER XXVI

DO YOU WANT TO ADOPT A CHILD?

THERE ARE approximately eight hundred thousand dependent children in the United States. If you've been harboring a vague notion of adopting a child, this figure probably will encourage you. Certainly, with so many to choose from, you should be able to find exactly the kind of a child you want. Of course you realize there's more to it than that. You're aware that the rearing of a child is a great responsibility. There will be doctor bills and dentist bills and the problem of feeding, clothing, and educating him. Then, too, you must be sure you'll be able to treat him as if he were your own, despite the absence of inherited likenesses found in one's own issue. You may be months weighing these points before you decide to take the step. Then all that remains, you think, is to select the child and sign the papers.

That's about as far as the average prospective foster parent goes in estimating the procedure of adopting a child. Then, when he finds he has gone only half far enough, he's discouraged and often gives up the idea. He hadn't dreamed he would be subjected to the prying eyes of an investigator, who not only would ask a thousand-and-one questions about his personal life and business but would insist upon seeing proof to back up his favorable assertions! And he hadn't expected to be visited at irregular intervals by the same investigator or another equally curious one, who, coming unannounced, invariably appeared at an inopportune moment. Six months of this sort of thing can be pretty discouraging, but it's especially so if you haven't prepared for it in advance and weighed your ability to endure it along with the other things you considered.

Many people make the mistake of believing that child adoption is something like picking what you want from a remnant counter. Fortunately it's just the reverse. The child, if he's old enough, has just as much to say in the picking as you have. And if he isn't old enough, the court does it for him, for the court is his guardian.

It was mentioned in a previous chapter that the law likes children. The fact cannot be denied if you witness the precautions the court takes before allowing a child to undergo the change of legal adoption.

During the entire procedure its interest is in the child rather than in you, and its interest is purely a practical one. The parental gleam in your eye will have little weight if your means of earning a livelihood is precarious. You may be wealthy enough to adopt a dozen children, but if your spouse is living and does not sign his or her approval of the adoption, it cannot go through. It doesn't matter how eager you are to have a special child, if the child you wish to adopt is old enough to form an opinion of his own and doesn't choose to have you as a parent, the court will be governed by his opinion.

I have known people who, rather than go through the complicated red tape and investigations required by the court, undertook to rear children without the benefit of legal adoption and, in nearly every instance, lived to regret it. This mistake is made most often by relatives and generally works out tragically for both the child and the foster parents.

One such case that comes to mind concerned two boys whose father died when they were four and six years old. Their mother, eager to shake the responsibility of raising them, offered them to her husband's brother and his wife. Unable to have children of their own, the uncle and aunt were glad to take the boys, but only if the mother would agree never to reclaim them. She agreed. But the adoption was not made legal. Twelve years later she did reclaim them.

The boys were old enough to help support her. They were not yet of age. They didn't want to return to their mother. Their uncle's home was the only one they could remember, and they were happy there. But the mother was determined, and she got them back. The happiness of four people was shaken simply because the foster parents had foregone the comparatively slight trouble of making the adoption legal.

You probably wonder what my point is in telling you how difficult it is to adopt a child legally and in the next breath describing the tragic result of not doing so. The point is this: Be prepared for the difficulties. Ask yourself this important question when you set out to adopt a child: "Have I the stamina to cope with whatever unexpected complications may be necessary to make the adoption legal?" (It is always the unexpected ones which throw a monkey wrench in the procedure.) If you can say yes to this question and mean it, you're not likely to be disappointed in the end. To show how unexpected the complications may be, let me tell you about a woman who came to see me not long ago. Her case was unusual for more reasons than one. She was a grandmother.

She entered my office accompanied by two children, a boy and a girl, whom she introduced and then dismissed to the reception room.

"They're my son's children," she said. "I want to adopt them legally."

"Your son is dead?" I asked.

"No. But we've discussed the matter. He's perfectly willing. I've cared for the children for the past three years, ever since their mother died."

"But if your son's alive . . ."

"He admits he isn't a fit parent. He's drinking himself to death. I've tried to straighten him out, but it's hopeless. The only way to safeguard the children's future is for me to adopt them."

"Does your husband approve?" I asked.

"My husband?" She looked surprised. "I haven't seen my husband for twelve years. He disappeared before the children were born. He has nothing to say about it."

"But he has," I said. "The court will not permit an adoption without the consent of both foster parents. Your husband might return unexpectedly and object."

"Ridiculous!" she exclaimed. "My husband might be dead, for all I know. Even if he's alive, he'll never return now. If he does, I'll divorce him."

I suggested that his long absence might entitle her to an Enoch Arden decree declaring him judicially dead and that if she obtained such a decree she could proceed with the adoption alone.

"Then I'll get an Enoch Arden decree," she said with determination.

I am sure this was a complication she had not expected. And I'm sure that before she came to my office she must have asked herself the same question I recommended to you. There was no doubting that she was prepared to cope with anything that might arise. It took time, of course, to obtain the Enoch Arden decree, but after this was accomplished, and the surrogate was satisfied that her husband could never inject a discordant note into her relations with the children, the adoption went through without delay. And a grandmother thereupon was made the happy foster parent of her own grandchildren.

If you are considering adopting a child, don't be discouraged by the complexities of the procedure. Bear in mind that it is almost the same in all the states and has been found by experience to be the best possible protection for both the foster parents and the child.

The following points include the things you *must* expect:

1. If the child you wish to adopt has a living parent, you must obtain that parent's consent, unless such parent has abandoned the child, or has been deprived of civil rights, divorced for adultery, or has been adjudged insane, mentally defective, incom-

petent, or a habitual drunkard, or has been judicially deprived of the custody of the child.

2. If the child's parents are dead, consent must be obtained from the person or organization having custody of him. If the child is illegitimate, only his mother's consent is necessary. You must have the child's consent, also, if he is over twelve.

3. If you are married, you may not adopt a child without the consent of your spouse.

4. You and the child to be adopted must appear before the court having jurisdiction of the adoption proceedings, where it must be shown that you and the child are compatible. In many cases the court deems it essential that the child and the foster parent are of the same religious faith.

5. If the child is under sixteen, it must be shown that he has resided with you for at least six months prior to the adoption, unless the court sees fit to waive this requirement. The adoption agreement must be signed by you.

6. The court will direct an investigation of the facts. If satisfied that the child's interests will be promoted by the adoption, it will make an order allowing and confirming the adoption.

7. You and the child then will sustain the legal relation of parent and child, with all incidental rights and liabilities.

8. Adoption may be revoked by appropriate pro-

ceedings. The court has as much power to set aside an adoption as it has to authorize one.

The above points cover briefly the legal procedure of adoption. Now for a point which is not legal but is of such importance that I cannot conclude this chapter without mentioning it. Never undertake the rearing of a child not your own, as if it were your own, without legally adopting it. That may sound like a hard rule, but it isn't hard compared with the suffering too frequently caused by foster parents not heeding it.

CHAPTER XXVII

CAR OWNERS TAKE NOTICE!

IT ISN'T EASY to refuse a friend the use of your car. He knows how to drive, and his reason for asking the favor is urgent. He might think you're selfish or that you don't trust him if you say no. So you most likely will tell him to help himself.

Now, to be pessimistic, suppose he has an accident. Your car is badly smashed. Your friend escapes without injuries, but he's terribly upset about the damage done to your car.

"Forget it," you console. "It's insured. How about the car you struck? Anyone hurt?"

"I believe so," he says. "But I don't know how seriously."

Fortunately you're insured against this eventuality too. At least you think you are. You notify the

insurance company at once, then relax, feeling at worst it is nothing more than an inconvenience. But you're in for a mighty shock.

An insurance representative calls on you and informs you that the person injured by your car is going to sue you for ten thousand dollars, twice the amount of your liability policy!

"Won't he take settlement?" you ask desperately.

"He perhaps would settle for five thousand dollars," says the insurance man.

You heave a sigh of relief. But there's a queer expression on the insurance man's face.

"My company will pay twenty-five hundred dollars," he says, "if you will pay the rest."

You're aghast.

"But my liability policy is for five thousand dollars!" you exclaim.

"I know, but if you recommend settling for five thousand dollars, my company will pay only half. This arrangement helps you as well as the company, for, if the injured party sues, the company will pay five thousand dollars, but you must pay everything above that amount."

Do you see what that moment of generosity may cost you? The above is only one of many angles. Suppose the insurance company can prove that your friend was intoxicated when the accident occurred. You will be reminded that some policies contain a

provision which exempts the company from liability where the driver is intoxicated. In that case you will be compelled to pay the full amount of the judgment. And your friend? How does he fit into the picture? Well, the injured person possibly will sue you and him jointly. But your friend may be broke or, even if he has money, may refuse to pay. In either case you will be holding the bag. Of course you may sue your friend and, eventually, may recover. But the procedure will be costly and will take a lot of time.

I knew a young college man who allowed a fraternity brother to use his car one night to drive a group of young people to a party. Coming home they collided with another car. Two of the passengers in the second car were injured. Their combined suits amounted to twenty-two thousand dollars. The young man's liability policy provided only ten thousand dollars for injuries to more than one person in one accident. He and his family are still struggling to pay the remaining twelve thousand dollars. His fraternity brother's financial condition has prevented his shouldering even part of the burden.

I could cite many cases to show how really foolhardy it is not to take serious stock of the possible consequences of lending your car, consequences which, coming as a surprise, are apt to make grim irony of an impulse born of generosity. The fact that there are more than twenty thousand deaths

and nearly eight hundred thousand persons injured annually, as a result of *automobile drivers' actions*, is eloquent commentary on the caution you should use when permitting someone else to drive your car.

Gradually legal steps are being taken to cut down the above startling figures. Some states now have, and other states are advocating the prompt adoption of, what is called an ownership-responsibility law. This law provides that whenever an automobile is operated with the owner's consent he is responsible for all damage done by his machine. This means that even if you were not in your machine when the accident occurred, or whether or not your automobile was engaged about your business at the time of such accident, your responsibility for the damage done will be the same as if you had been driving. This is a wide extension of the usual rules of liability and is a warning you will be unwise to ignore.

New York State has gone farther than any of the other states by recently passing what is called the New York State Motor Vehicle Safety Responsibility Law. This law is designed to strike as hard as possible at the reckless and irresponsible driver, and it will behoove every car owner in the country who ever expects to visit New York to know something about it, for non-residents also are subject to its ruling. The most important provision of this law is that the commissioner of motor vehicles must suspend the license

of the operator and all registration certificates of the owner of an automobile involved in an accident causing death, personal injury, or property damage of twenty-five dollars or more, unless the owner or operator is already insured against liability for such damage or furnishes sufficient security to satisfy a judgment for damages resulting from the accident. And further, he must furnish proof of financial responsibility for any possible future accident. Also, those convicted of reckless driving, driving while intoxicated, etc., must furnish proof of financial responsibility, whether they were convicted in any part of the United States or Canada, as well as where a final judgment in any part of the United States or Canada for damages arising out of an automobile accident remains unpaid for a period of fifteen days. If the court in which the judgment has been rendered so directs, the judgment may be paid in installments, in which case security may be waived. Default in the payment of any installment constitutes grounds for suspension or revocation of license or registration. A discharge in bankruptcy following the rendering of a judgment against the operator or owner does not relieve him from any of the requirements of this law. Proof of financial responsibility is interpreted to mean proof of ability to pay damages in the amount of five thousand dollars for bodily injury or death to one person and, subject to that limit for

one person, in the amount of ten thousand dollars for bodily injury or death to two or more persons in any one accident and in the amount of one thousand dollars for property damage in any one accident.

Now see how this law affects non-residents. The commissioner has the power to forbid the operation of an automobile in New York State which is owned by a non-resident and which has been involved in an accident in New York State to the same extent as he may forbid such operation in the case of residents. The commissioner shall furnish to the commissioner of any other state, including the District of Columbia and Canadian Provinces, a record of conviction or judgment obtained in New York State against a non-resident.

The above only briefly covers the new law, but you can see where the car owner more and more is being deemed the owner of a thing which is dangerous to the public. Basically these ownership-liability laws are nothing new. In fact, they stem back to an old English case of a man who kept wild animals in confinement. One of the beasts escaped one day and injured a neighbor. The neighbor sued the owner of the beast, whose defense was that the animal had escaped without any negligence on his part. The court refused to recognize his defense, holding that a wild animal was inherently dangerous to the public and that anyone who kept such an animal in confine-

ment must be held responsible for any damage done by it. The question of negligence was irrelevant. The owner's liability lay in the fact that he had in his possession an inherently dangerous article.

The law may not consider an automobile a tiger, but it does deem it to be a public menace when operated without extreme caution and rightly holds the owner of such a vehicle responsible for its careful operation. It would be a good idea for you to consider your car a tiger when someone asks to borrow it. Remember, a good-sized suit for damages is hovering near every car owner, and it's ready to inflate to twice its size the moment someone else takes the wheel!

You will do well to bear in mind the following points:

1. In those states where an ownership-responsibility law exists you are entirely responsible for the operation of your car, except when it is wrongfully operated—as, for instance, by a thief.

2. Never, under any circumstances, lend your automobile to a person who does not possess an up-to-date driver's license. If you do, you are negligent at the outset and haven't a prayer in case of an accident.

3. No matter how urgent the request may be, hesitate to lend your car unless you are adequately insured. Even if you are covered by the maximum

amount of liability insurance issued, you still are running a chance of being stuck.

4. If you carry an automobile liability policy, you should bear in mind that the policy specifically provides no coverage while the automobile is used for carrying persons for a charge unless such use is permitted by the insurance company by endorsement on the policy. Neither will your policy cover you in case your car is used for towing a trailer unless this is permitted by a specific endorsement on the policy. Although your liability insurance protects your car and you when you are driving your car, it doesn't protect you while driving any other car unless you have a "drive-other-car" endorsement added to your policy at an additional premium of about ten per cent.

5. Assuming that you yourself are a careful driver and that you will not permit any person who is not a car owner to operate your car and will make sure that even he carries liability insurance to which is added a special rider extending the insurance company's protection to cover him when he is operating a car other than his own, your chances of avoiding costly suits for damage done by your car are more favorable. Perhaps a few of your friends will call you selfish, but it's up to you to weigh the importance of this against the danger of being hamstrung by a generous impulse.

CHAPTER XXVIII

READ YOUR APARTMENT LEASE CAREFULLY BEFORE YOU SIGN

NEW YORKERS think they're smart, but a vast number of them sign, every year, one of the most outrageous documents ever printed—the standard apartment lease. If you're a city dweller, you probably have signed more apartment leases than any other type of document. Yet the chances are you have never read one through. It isn't that you're neglectful about business matters. You realize it's dangerous to sign a written agreement without knowing what it contains, but the finely printed repetitious and complicated phrasing of an apartment lease simply puts you to sleep. You read the part specifying the apartment you're to have, the date of occupancy, the amount of rent you're to pay, and the date of the lease's termination. You may read part way through

the next paragraph, but it's doubtful that you'll do better than that.

"It's a regular form," you say to your wife. "They're all alike. They use ten thousand words to express what could be said in one sentence."

You sign.

Both you and your wife consider the document little more than a means of securing for you the apartment of your choice. Of course you realize you are obligated to keep the rent paid and to take proper care of the premises and to restrict your activities so as not to disturb other tenants. In a wide sense you feel this covers the contents of the lease. But you'll be extremely lucky if this belief remains unshattered. It's possible you will learn, even at the outset, how completely you are bound by those finely printed words.

For instance, suppose the lease for the new apartment specifies your rent will begin as of October first. The landlord has given you permission to move in on September thirtieth, the day your old lease expires. You're ready, but the apartment isn't. The workmen have just begun to redecorate. It may be three or four days, possibly a week, before they finish the job. If you remain where you are one day beyond the expiration of your lease, you may be held for another year's rent. Moving into the new apartment in its present state is out of the question. There's

only one thing to do. You must put your furniture in storage and go to a hotel. This inconvenience is expensive and vexing. You naturally expect the landlord to arrange a deduction from your rent to cover the extra expense. But he won't. In your lease there's a clause which says you agree that if any of the alterations, repairs, or decorations which the landlord has agreed to make have not been made and completed at the time of the commencement of your lease, you shall nevertheless accept the premises on the day stipulated and that no deduction of rent, allowance, or damage shall be made to or claimed by you on account of any inconvenience you may suffer on account thereof. Seems pretty unfair, doesn't it? But it's slight compared with the difficulties that may crop up later.

Think how incensed you will be if you discover the premises are infested with ants or roaches or bed-bugs! You will notify the landlord of the revolting condition immediately, tell him the place is untenable, that you intend to move at once.

Generally a landlord will strive to correct such a condition. But whether he does or not, your responsibility remains the same. There's a clause in your lease which says you *expressly* agree that if your premises shall become infested with vermin, ants, or any other insect, you shall have no right to quit or surrender possession of the premises or claim any

abatement or suspension of rent or assert a liability against the landlord for damages by reason of the fact that said premises shall be or shall be claimed to be untenable or unfit for occupancy by reason of vermin or failure of exterminator services, and you shall be liable for the rent, notwithstanding such fact or claim. To make it doubly binding, the paragraph concludes with this sentence: "The provisions of this paragraph shall apply instead of the provisions of the Real Property Law in such case made and provided."

To continue with the bad news, suppose you receive injuries as a result of your landlord's negligence. Perhaps there was an improperly lighted corridor or a faulty stairstep or a dangerously placed aperture requiring extraordinary caution to pass over safely, any one of which caused the accident. Although the injuries may incapacitate you for life and a dozen tenants are willing to swear that your landlord's negligence was the cause, you will not be able to recover a penny. It is stated in your lease that you agree to waive your right to a trial by jury and to have no right to demand that any issue arising under your lease or between you and the landlord by virtue of your tenancy be tried by a jury in any court. In the same clause you agree that this waiver shall also apply to any action for damages commenced by you and any counterclaim interposed in any action com-

menced by your landlord wherein you claim damages, whether such claim is made before you have moved from the premises or before or after the termination of your lease.

There are many other unpleasant surprises tucked away in those finely printed paragraphs. In fact, they're too numerous to give space to in a single chapter. But, to cite one more, suppose you call in someone to wash your windows. Nothing unusual about that. It's one of the chores most essential to getting settled. But something unfortunate happens. The window washer makes a misstep and falls. His injuries are serious. You feel badly, although you imagine the landlord's insurance will take care of the situation. It won't. The point is, will yours? According to a clause in your lease, the tenant agrees not to clean the windows in the tenant's apartment from the outside or exterior of the tenant's apartment nor permit any other person to clean said windows from the outside or exterior of said apartment unless the windows are equipped with window anchors. Perhaps you hadn't noticed whether or not the windows were equipped with anchors. Or maybe you didn't even know they should be. That's no excuse. You should have read your lease. If the window washer wishes to recover for his injuries, you're the one he must sue.

I hope the foregoing examples will prompt you to

get your lease out and read it carefully. This won't help your immediate situation, but it will open your eyes to what you'll be expected to sign next time. You may depend on it, there will be no improvement, from your point of view, in next year's lease. Sometimes a landlord will strike out clauses a tenant makes strenuous objections to. The time to object is before you sign, not after.

Bear in mind these points:

1. Look for this on the front fold of your lease:

IMPORTANT NOTICE

Insurance protection is of vast importance, particularly when a serious loss occurs.

Let us examine your policies to see if they are correctly written and furnish you with expert advice regarding your insurance requirements.

This notice, which appears on many leases, suggests that a special service is being rendered the tenant. But don't be fooled. If you investigate, you probably will find your landlord is in the insurance business and wishes to sell you a policy, a policy which will cover whatever may befall you while you live in *his* building.

2. Don't sign your lease until your apartment is ready for occupancy. If it is not in readiness when agreed, and you are compelled to go to a hotel or to make other unexpected arrangements which increase

your expenses, insist that the commencement of your rent be changed in accordance with the date you move in.

3. Look for the clause which deprives you of the right to break your lease in the event your apartment becomes untenable, as in the case of its being infested with vermin or the like. If the landlord refuses to strike out such a clause, you should suspect his building of already being so infested.

4. If there are clauses which will make you vulnerable to legal action unless you install certain devices, hold out. Insist that your landlord install the devices and see that he does it before you sign.

5. If you have notified the landlord of your intention to move, it is reasonable that he be given the privilege of showing your apartment to prospective tenants toward the expiration date of your lease. Three or four months are accepted as a fair amount of time for this, inasmuch as most leases state that unless you have given notice of intention to move by then, you agree to re-lease. Some landlords, however, abuse this privilege by stipulating that they are to be given "free and unrestricted access" to your premises for as much as seven months. Object to this.

Although the legal right of every law-abiding tenant is peace and the quiet enjoyment of his premises, the standard apartment lease scarcely gives him a right to breathe. I suppose it is natural, since the

leases are prepared by real-estate boards consisting chiefly of property owners, for the leases to favor the landlord rather than the tenant. That this favoritism is carried to an outrageous degree is revealed in any New York apartment lease. And I see only one way to really alter the situation. Write to your legislator and insist that steps be taken to force real-estate boards to issue a lease which entitles you to *live* in the living quarters you rent!

CHAPTER XXIX

WHAT TO DO IF YOU'RE SERVED WITH A SUMMONS

SUPPOSE some morning as you leave the house a stranger steps up to you and hands you an envelope. Before you have a chance to ask what it is or who sent it the man darts around the corner like a frightened gazelle. You're bewildered. You stare at the envelope, then slowly withdraw the mysterious contents. A summons!

The first shock passes. But there's no telling how you'll be affected by those few typewritten lines which state the nature and substance of the plaintiff's cause of action. It's doubtful you'll be awed to the point of actual fright, for a summons is a rather innocuous-looking document. It's possible you will simply put it in your inside pocket, hop on a bus, and open your paper, forgetting you ever received it. Of

course, if you're impulsive, you may tear it up and throw the pieces into the gutter. A serious mistake. I know a woman who behaved like that. She was regretful to the tune of two hundred seventy-five dollars, when she learned that a judgment for that amount had been taken against her—a judgment she might have prevented if she had merely given proper attention to the summons.

She had bought a three-hundred-twenty-five-dollar fur jacket, making a down payment of fifty dollars. She had particularly emphasized her aversion to dyed fur.

"This absolutely is the natural color of the skins," the salesman assured her.

The first snowstorm, however, proved otherwise. Telltale streaks of reddish brown marked her wrists and neck where the wet fur had touched her skin. She hurried to the furrier, demanded an adjustment. He declined. She accused him of misrepresentation. He called the salesman who had waited on her, asked if he had misrepresented the fur. The salesman denied having mentioned whether or not the fur had been dyed.

"Keep the worthless thing!" cried the woman, flinging the wrap across the counter. "You have my fifty dollars, but you won't get another cent!"

But she was impulsive. A few months later, when a summons was thrust into her hand, she let anger

sweep aside caution. She read only far enough to discover the furrier had begun action for two hundred seventy-five dollars. She tore the document to bits and threw it into a trash can without having noticed the time allowed for answering nor the penalty for not making answer. Result: the furrier got a judgment. The woman had to pay two hundred seventy-five dollars, together with the costs of the action!

Sounds unbelievably careless, doesn't it? Yet it's surprising how many people, receiving a summons for the first time, fail to appreciate the serious attention it requires. Of course I don't mean that all you need do to prevent a judgment being taken against you is to answer a summons. It isn't as simple as that. What I do mean is that, unless you make answer, the judgment is inevitable.

Let me give you another illustration. I know a man who operated a fruit store in Thompson Street. Business was poor. One afternoon a crowd of neighborhood boys were playing baseball in the street. You can probably guess what happened. The ball crashed through the plate-glass window where the man's choicest fruits were displayed. He notified the landlord at once but was told it would be several days before the window could be replaced. This necessitated boards being nailed across the opening to prevent the stock from being stolen or ruined. Weeks passed. The boards remained. Business grew

worse. The fruit dealer told the landlord he intended to move if something were not done about the window promptly. Still no action. He had hired the store on a month-to-month basis, was not tied by a lease. He moved. Some time after he was settled in his new place he was served with a summons. His old landlord had begun action to make him pay for the broken window—forty dollars!

The fruit dealer thought it was a joke. "Everyone in the neighborhood knew how it happened," he said. "Everyone knew how I lost business waiting for the landlord to repair it."

If he had answered the summons and, when the time came, had explained his side of the story to the judge, the chances are his landlord would have lost the case. But he didn't answer. He simply shrugged his shoulders, thinking the landlord was acting foolish. And he had to pay the forty dollars.

Naturally, after you've had one experience, you're not apt to take a summons so lightly. But if you're smart, you'll not wait till you've had the experience. My advice is to keep in mind the following points:

1. A summons is a written notice informing you that legal action has been instituted. It requires that you answer the claim set forth in it within a specified time. Regardless of who the plaintiff is or whether or not he has a just claim, it is essential that the summons be answered. If you fail to answer, the

plaintiff will be entitled to a judgment by reason of your default. You are deemed to have admitted the claim. You will be held not only for the amount of the judgment but for the interest and the costs of the action as well.

2. To answer a summons it is advisable, and in most cases essential, that you consult an attorney. This may not be necessary in every case, as, for instance, where a claim is to be admitted or where a small amount is involved. Generally, however, it is false economy for a layman to attempt being his own lawyer. The machinery of our court system is complicated. A lawyer's training qualifies him to attend to the various intermediary steps in a lawsuit which usually precede trial.

3. Regardless of what your feeling may be about retaining an attorney, you must go directly to the clerk of the court noted on the summons, within your time for answering, and state to him your answer or defense. He may advise you to secure an attorney. If not, he will take down your answer. You will receive from him a notice as to the time for your trial. And don't fail to be present at such time with any witnesses necessary for your case!

4. The time between answering and the date for trial gives you and your creditor, or plaintiff, an opportunity to straighten out your difficulties. If a debt is a just one which circumstances have prevented

paying, it is far better to make amicable arrangements for clearing it up than to force your creditor into obtaining a judgment. Besides, you may save yourself interest and court costs. Although a judgment does not make you an outlaw, you should avoid it if possible, as it greatly impairs your credit, makes certain of your property subject to a marshal's or a sheriff's levy, and, if you are employed, leaves your salary open to garnishment.

5. The above concerns summonses in civil proceedings. There are, however, summonses in various other proceedings which must be answered. For instance, if you ever receive a summons from a police court or magistrate's court or traffic court, do not fail to appear in court on the date called for. Failure to appear to answer this type of summons often leaves you open to arrest!

CHAPTER XXX

BEWARE OF "PUFFING" IN ADS AND SALES TALKS!

TURN THE PAGES OF A MAGAZINE. Scan the ads. Your eyes may fall upon this: **NEW DENTAL DISCOVERY—SPECIAL PREPARATION FOR BRIGHTENING THE TEETH!** Photographs illustrate the miraculous results achieved by the magical paste. Ah, if your teeth could look like those, you'd smile constantly. Maybe they can!

You buy a tube, watch for results. No miracles. One tube isn't enough. You continue buying the new discovery until it becomes an old-timer. Your teeth grow less and less like the pearls you had hoped for. You smile less than ever. But you don't complain. After all, toothpaste costs only a few cents.

Now suppose you see another captivating ad: **THESE SUITS WEAR LIKE IRON.** Just what

you've always wanted! If you fell for the first ad, you'll not be able to resist this one. You hurry to the store before this answer to every man's prayer has been gobbled up.

It's hard to tell what you expected of such a suit. You didn't think it would really wear like iron. Still, when it shows signs of disintegration within a couple of months, you're pretty bitter. You feel you've been gypped. You take it back to the clothier who sold it to you and accuse him of misrepresentation.

"You've no right to advertise that a frowzy piece of material like this will wear like iron," you say angrily.

He's amused.

"If I said it was as good as gold, would you think it was twenty-four carat?" he asks.

"But you said it would wear well—like iron. And I've worn it only two months."

"Then what are you kicking about? You'd never wear iron that long if you could help it!" He laughs as if it were a big joke.

But you won't be joked with. You want your money back.

"Out of the question," says the clothier.

"I'll sue!" you threaten.

"Go ahead," is the indifferent reply.

The clothier grins as you storm out of the store.

He knows you'll never sue. He knows you haven't a case.

A woman came to me one day to see if I could force a furniture dealer to make an adjustment on a rug she had purchased for ninety dollars. She had bought it at a special sale, she said, having been attracted by an advertisement which said in big letters: EVERLASTING RUGS AT REDUCED PRICES.

"I've had the rug less than a year," said the woman, "and it looks as if it had come out of the Ark."

"Did you notify the dealer of its condition?" I asked.

"Many times. He refused even to send someone to look at it. I finally told him I'd have him arrested for advertising such inferior merchandise as 'everlasting.' "

"Did you believe the rug would last forever?" I asked.

"Hardly. But I certainly expected it to hold up longer than a year."

"Did the furniture dealer say it would?"

"I don't remember his saying so, but I naturally thought it would."

The above cases are samples of the way thousands of people are taken in by a form of advertising

known as *puffing*. It's an extremely popular trick—highly successful when cleverly done. But it would be neither popular nor successful if it weren't for the average person's ignorance as to what constitutes a warranty or a breach of warranty.

I hope you are not one of those people to whom the word *warranty* has such a legal sound that the mere mention of it puts him to sleep. If you are, you'd better snap out of your state of lethargy and memorize this simple definition: A warranty is a seller's statement of any fact about his goods and *not* a statement of opinion.

The only way to avoid the risk of being a merchant's goat is to gain a general idea as to how far he may go in his advertising and sales talk without being liable for damages. The first step is to learn a thing or two about warranties. This will help you to distinguish *puffing* from a reliable description of the merchandise you may or may not be interested in buying.

If you bear in mind the following points when doing your everyday shopping, you're not apt to land in a situation like those described above. You'll stop being an easy mark.

1. The average person has a vague idea that a merchant can be forced to make good every assertion he utters regarding his goods. A false notion, of course. The more confidence you have in it, the more

gullible you are. Many an advertiser, being well aware of this popular misconception on the part of the public, spends much time and effort with his lawyer devising phrases which will induce the impressionable ones to buy his goods. Oh, how careful he must be that those phrases do not constitute a warranty, for if they do, he will be the goat instead of John Public. So he bends his efforts to invent phrases which resemble warranties but which really aren't. And the result? That cunning evasion of liability: PUFFING!

2. If you are wise, you will consider as red herrings all advertisements or sales talks upon which the merchant does not actually intend you to rely when purchasing his goods. They probably are flashed upon you for the sole purpose of distracting your attention from the latent defects you will discover later. Be governed only by his statement as to the condition, quality, or nature of the goods he handles, for it is in such a statement of fact that a warranty is made. And, if this statement proves to be false, you can hold him for breach of warranty and maybe collect damages. You must bear in mind that an opinion does not constitute a warranty. Therefore, if the merchant's statement can be held to be only a matter of opinion, he cannot be made legally liable. For instance, if the clothier mentioned above had advertised his suits as "all wool" and it was later

discovered they were partly cotton, he would have been guilty of breach of warranty and liable for damages. But the statement that they would "wear like iron" was manifestly seller's talk and not intended to be relied on. The same thing applies to the "everlasting rugs." The dealer describing his rugs as "everlasting" was not stating the quality, condition, or nature of his goods. He was *puffing*.

3. The best and safest way to buy anything is to state, if possible, the purpose for which the goods are needed. Let it appear that you rely on the merchant's skill or judgment, regardless of whether or not he is the grower or manufacturer of the goods. This places on the merchant the responsibility of an implied warranty that the goods will be reasonably fit for your purpose and, if they later prove to be otherwise, gives you redress. It is unwise to order goods simply by their trade name, unless you are positive they will suit your purpose, for the merchant cannot be held liable in such case no matter how unsuitable the product may be. There is no implied warranty on his part that an article sold under its patent or trade name is fit for any particular purpose. To illustrate: Suppose you want to give your garden furniture a coat of varnish to protect it against rain. A simple matter, you think. But you are no authority on varnish. You'd like to retain the natural-wood effect as much as possible. You remem-

ber the splendid luck you had with the hardwood floors. You rummage through the shelves in the cellar until you find the can which had contained the varnish. It's empty. But the name of the product is distinguishable: Buenalac. You telephone the paint store and order the amount you think will be required. "Be sure to send Buenalac," you say.

Comes the rain! One look at your garden furniture and your heart sinks. Much of the "protective coat" has been washed away. That which is left is cloudy and rough. Furious, you phone the proprietor of the paint store and accuse him of selling you inferior merchandise. But you're wasting your time. Even if the proprietor had known the purpose for which you wanted the varnish, he was not obligated in this case to tell you it was unsuited for outdoor work, for you insisted upon having a particular brand rather than something he might have recommended. If you had asked his advice, stating the purpose for which you needed the varnish, you probably would have had a satisfactory job.

4. Most merchants, even those who indulge in excessive *puffing*, prefer that you examine their goods before buying. Sounds paradoxical, doesn't it? Seems like a show of honesty, good faith. I'm afraid, however, altruism is seldom the motive. Their main reason for wanting you to examine the goods is that, by so doing, you relieve them of liability for defects

which you may discover later. The law deems that when you examine a merchant's goods before buying, you rely more on your own skill and judgment than on his. You are not entitled to damages for defects which you might reasonably be expected to discover. Even though you realize a merchant is making exaggerated statements about his goods, your examination eliminates any chance of claims you might have if you relied on his statements alone. You can see that it isn't so wise to take things in your own hands unless you're pretty sure of your judgment.

5. One extremely important thing to remember is that you must give prompt notice of a breach of warranty. If, after accepting goods, you discover the merchant has made such a breach, you must notify him at once. Failure to do so within a reasonable time after the discovery may relieve him of liability.

Although the subject of warranties has been touched on only lightly in this chapter, I think if you bear in mind the information given in the above six points you'll have less of the pain that comes from having been fed too much *puffing*. In fact, you probably will be amused, instead of taken in, by radio commercials which promise to cover your bald pate with luxurious locks, by car cards announcing a mysterious new medication which will remove the clothespin from your nose although you've never worn a clothespin there, by full-page magazine ads be-

seething you to get rid of your cigarette cough by changing to a brand you don't like simply because it contains "30% less nicotine" (it doesn't say less than what). Oh, you'll be recognizing *puffing* on all sides of you. At least I hope you will!

CHAPTER XXXI

MISCELLANEOUS BRAMBLES

DO YOU THINK a person with your brains and ambition is wasting his life working on a salary for someone else? Is the urge to be in business for yourself making you chafe at the bit? If so, one reason for your not cutting loose at once and showing the world what you really are made of may well be that you haven't the necessary capital. This stumbling block, however, can be surmounted. Why not get someone to go in with you? That's easy. You know a fellow in the office who will jump at the opportunity. Perhaps he has had luck in Wall Street, doesn't mind taking chances. He's willing to put up the money you need and agrees to share profits and losses with you until the business gets on its feet. There will be plenty of time after that to form a regular partnership.

It's a great day when you bid farewell to your employer. You have the feeling that you soon will be his competitor. But not so fast! Serious trouble may lie ahead. Suppose your friend, who was so willing to take a chance on your venture, continues taking chances in Wall Street. Perhaps he takes one too many and is wiped out. This is bad news, but it's doubtful whether you realize just how bad it is. Not wanting to lose your own investment, you will scurry around trying to find someone to take over your friend's share of the responsibility. No use. It's as if the sky were falling on you. Your friend's creditors are swooping down like a cloud of locusts. They demand the partnership be liquidated in order that his share may be separated from yours and used to pay his debts. You may think, since you and your friend had not yet drawn up a partnership contract, that you can stop this. But you can't. The law holds that a partnership contract is not necessary to the existence and functioning of a joint adventure where profits and losses are divided. It is deemed that such division shows that a partnership exists. When you want to strike out on your own and are unable to do so without the help of someone else, remember this: Have one of the participants in the enterprise hire the others for fixed salaries or have the enterprise incorporated so that the capital stock may be distributed among the joint adventurers. Either of these

arrangements will avoid the partnership having to be liquidated because one partner incurs such large debts that his creditors insist on taking his share of the adventure. The mere fact that there is no partnership contract is no protection whatever if it can be shown that profits and losses were divided.

Speaking of contracts reminds me of a few points not touched on previously which you should bear in mind. While most oral contracts, if you can prove them, are perfectly good, there are certain contracts which *must* be in writing. The laws of the different states hold that the purchase or sale of real estate is not enforceable unless there is a written memorandum. The same is true where the purchase or sale of merchandise exceeding fifty dollars in value is concerned. Contracts not to be performed within one year of the date they are entered into also must be in writing. If you guarantee to pay the debts of another, this too must be in writing.

Be sure that any written contract you sign includes all the terms of your final agreement. If it doesn't, the omitted terms might as well never have been made. The law holds that if parties take the trouble to reduce their agreement to writing, they have intended to include in the writing everything to which they agreed. If your landlord promises to re-decorate your apartment at the end of one year, in

order to get you to sign a two years' lease, see that he writes his promise in the contract. Otherwise you will be held to the lease for two years whether the apartment is redecorated or not. The purpose of a written contract is to provide indisputable protection for each of the parties between whom it is drawn. Be careful that all the terms are clearly specified.

Perhaps you have decided at this point that the phrase "be cautious" or "be careful" is the slogan of this book. Splendid! I hope you bear it in mind when you select a savings bank in which to deposit your surplus earnings. You most likely have known people who lost money in bank failures. Maybe you've had the experience yourself. It's a mean experience, apt to destroy your confidence altogether in banks—might even cause you to revert to hiding your savings in an old sock. Think twice before doing anything as primitive as that, however. Some savings banks now are covered by Federal Deposit Insurance. This enables you to deposit up to five thousand dollars with the guarantee that you will get your money back if the bank should fail. Although Federal Deposit Insurance is comparatively new, several New York City savings banks already have adopted this means of protecting their depositors and an increasing number of banks throughout the country

are following suit. Inquire about it before opening an account. If no bank in your community offers such protection, put up a howl.

You may feel that a savings account isn't worth the trouble of investigating which banks are safe and which ones aren't. From the standpoint of investment, perhaps you are right. But think of its usefulness in an emergency! I know a woman who claims that a savings account was the only thing that kept her from being sent to a sanitarium following the death of her husband, and I doubt that she was exaggerating. Although her husband left a fairly sizable estate, it was in litigation for many months. Meanwhile she had no cash with which to meet the demands of creditors who began hounding her in full force. Their harassing, coupled with her grief, was more than she could endure. It was not until her nerves had reached the breaking point that she recalled a casual remark her husband had made a number of years before—something about having opened a trust account in her name. She did not expect it would be more than a mere pittance, but she rebuked herself for not having thought of it before. She hurried to the bank. The pittance turned out to be three thousand dollars! Yes, and she had immediate access to it.

The fact that your survivor will have immediate access to a savings account taken out in *trust* for him

or her is the best possible reason for you to give the subject serious thought. A great deal of delay usually attends the administration of an estate, whether it be large or small, and that delay often works a real hardship on a surviving spouse. The surest and easiest way of covering that period is to open a savings account in trust. Remember, the law is that, when you die, whatever balance stands to the credit of an account you opened in trust for someone is deemed a present from you to that person who, merely by showing the fact of your death, can obtain the money without delay. But as long as you live he or she is not able to touch it.

Of course some people feel they should put whatever surplus money they may have into life insurance, and I won't argue the point, for it is something you must decide for yourself. I will, however, remind you that, unless you have a thorough understanding of life insurance, it is foolish to invest in any form of it without first consulting someone who not only has your interest at heart but will give you unprejudiced and independent advice as to the kind best suited to your need. An insurance agent cannot be relied on for such advice, as he is primarily interested in selling you a policy rather than seeing that you make a good investment. Make no commitment before the consequences of default in the payment of your premiums have been clearly explained. Remember, as little as

possible of the premium should be used to pay for any form of insurance which will entirely lapse in case of default. Never dispose of a policy simply because no premiums have been paid on it for a number of years. It may have a paid-up value and be worth a good many dollars. I know a widow who, when going over her late husband's papers, came upon an insurance policy on which no premiums had been paid for more than fifteen years. She had intended throwing it away until a friend offered her ten dollars for it. This made her curious. She took the policy to a lawyer, who suggested that she communicate with the company that issued it. She found that, while the policy in fact had lapsed, the premiums which had been paid on it up to the time it lapsed were sufficient to give it a paid-up value of more than one hundred twenty-five dollars! She filed proof of her husband's death with the insurance company and collected the money. She had learned, quite by accident, something everyone should know—that lapsed policies often have death benefits even though they do not have any cash value!

Since this chapter is composed of miscellaneous items, I am bound to do a certain amount of digressing. Take that term "cash value," for instance. It reminds me of a telephone call I received which hasn't the remotest connection with life insurance. Nevertheless it was an interesting telephone call,

one which described a situation you will do well to avoid.

"I'm in a jam!" said the man. "Can a fellow arrest me for not paying him fifty-seven dollars for something that has only ten dollars' cash value?"

Of course his problem wasn't nearly as simple as that. It developed that he had bought a watch from a street peddler, had made a down payment of one dollar, and had signed a contract to pay one dollar each week for fifty-seven weeks. Unfortunately he had lost his job before the second payment was due. He was out of work for nearly two months. He moved into cheaper quarters, but that only half solved his problem. He needed money for food and carfare. The pawnshop offered temporary solution. The watch. If he could borrow twenty-five dollars on it, he would pay up the back installments and still be able to carry on a while longer. But the pawnbroker refused to lend more than ten dollars on the watch. This made him furious, not at the pawnbroker but at the peddler. He thought he'd been cheated. "To hell with the rest of the installments," he said and accepted the ten dollars with the naïve belief that the value of an article may be estimated by the amount a pawnbroker will lend on it. He found a job before the money was gone. He had worked scarcely a week when the peddler pounced on him. Now the peddler was threatening to have

him arrested if he didn't return the watch or pay the full amount due on it within twenty-four hours.

"He can't arrest me, can he?" the man asked. "He said he was going to, even after I showed him the pawn ticket to prove I knew the watch had a cash value of only ten dollars."

"The cash value has nothing to do with the spot you're in," I said. "Do you still have the pawn ticket?"

"No. I gave it to the peddler."

"You must find means of paying the fifty-seven dollars or expect serious consequences," I said. "Legally, you are guilty of theft!"

This sort of thing occurs too often, usually because the average person persists in treating an article bought on time as if it were his own property even though he hasn't finished paying for it. If you have the habit of buying on the installment plan, remember this: by disposing of an article before it has been completely paid for, thus depriving the original seller of his power to take back the article if you fall down on your payments, you are guilty of committing a crime. The penalty for the offense is severe and is not necessarily tempered by whether your intent was honest or dishonest.

You're less apt to be guilty of the above crime, however, than of *compounding a felony*, so you'd

better pay close attention to a description of this extremely dangerous quagmire. It's another one of those traps the average person slips into unwittingly. See how easily it can happen. Suppose, after leaving your apartment, you miss your ring. You start to go back, then change your mind. You remember leaving it on the shelf over the washbasin. It will be safe there, you think. But as soon as you return home you make a beeline for the washbasin. The ring is gone. You question the maid. She hasn't seen it. Did she let anyone into the apartment during your absence? No. You search every nook and cranny without results. A few days pass. Suddenly the maid announces that she can recover your ring—but on one condition. "What is it?" you ask eagerly. She says you must promise not to report the person who stole it. This makes you suspect her. But she swears she had nothing to do with it. At last you promise not to tell. The superintendent turns out to be the culprit.

"But you said you let no one in while I was gone," you remind the maid.

"He came in with his passkey while I was out marketing," is the reply. "He put up a new shade in the bathroom, saw your ring, and took it." She explains, perhaps too convincingly, that the superintendent's conscience got the better of him. You don't care so much about that as about getting your ring back. You

feel almost like telling the maid to thank the superintendent for returning it. But wait. The incident is not yet closed.

You notice a change in your maid's attitude. She begins coming to work late, takes days off whenever she sees fit, and is growing insolent. At last you tell her she is no longer satisfactory. Now the lid's off! She's defiant.

"You don't dare fire me," she says. "I'll put you behind bars if you do!"

You're alarmed. You stare at her, fearful she might be losing her mind. You hold the door open and calmly but firmly say, "Get out." Here comes the shocking revelation. She says that if you insist on her leaving she will notify the district attorney that you protected a thief!

"So did you!" you exclaim.

"Yes, but I didn't get anything out of it," says the maid. "You did. When you took that diamond ring in payment for keeping your mouth shut you compounded a felony!"

No, your maid is not losing her mind. She simply knows more about the law than you do. Most crooks are like that. Now, unless you're brave enough to face the charge of having compounded a felony, she probably will blackmail you for all you're worth.

That's how it happens. You may shout to the housetops, "I didn't know there was such a thing as

compounding a felony!" But that's no excuse. Ignorance of what constitutes a crime does not justify your committing it, nor is it apt to reduce the punishment you'll receive.

Most people fall into this trap as a result of feeling sorry for or grateful to the criminal who offers to restore what he has stolen. But don't forget, the district attorney has little interest in the magnanimity of a person who conceals a crime, especially if such person has profited by the concealment. One of my clients, the owner of a small laundry, was locked up for a time and had to stand trial for compounding a felony, all because he had felt sorry for an employee who had filched him out of seventy-five dollars. He was out on bail when he came to see me. His bookkeeper, he said, was the cause of all the trouble. The bookkeeper had pilfered, in small amounts, the sum of seventy-five dollars, with which he bought an engagement ring for one of the girls in the laundry.

"The girl came and showed me the ring," said the laundry owner, "and told me of the engagement. I thought nothing of it, congratulated the bookkeeper when I saw him. He looked peculiar when I mentioned having seen the ring, and before I knew what it was all about he had confessed stealing the seventy-five dollars."

"Did you discharge him?" I asked.

"Not immediately. I let him stay on until he had

paid back the money out of his salary. Naturally, I couldn't keep him after that. Didn't feel I could trust him."

"How did the incident come to the attention of the district attorney?" I queried.

The girl was furious when I fired her lover. She accused me of wrecking her life—went so far as to threaten to get even with me. Realizing she was upset, I took what she said with a grain of salt. The bookkeeper, instead of trying to find another job, began drinking heavily. Finally he told the girl he had changed his mind, that he didn't intend to marry her. It was revenge that sent her to the district attorney. She told the whole story of how her ex-lover had stolen the seventy-five dollars and of how I had failed to report him when he agreed to pay me back."

I spoke to the district attorney and explained the circumstances of the case, but he insisted my client must stand trial. Due to the fact that it was a first offense the judge let him off with a suspended sentence and a resounding lecture. Despite the fact he got off lightly, my client made it plain he would not care to go through the experience a second time!

After this, if a person who steals an article of value from you tries to return it or has a go-between try to do so, refuse to accept it. Tell him or his go-between to take it to the district attorney and notify the police at once to see that he does it. Remember,

the district attorney is vitally interested in tracking down crimes and criminals. If you, for profit, withhold knowledge of a crime or conceal a person who has committed one, you will be deemed guilty of *compounding a felony* and must face punishment accordingly.

I hope by now you feel that the best way to avoid trouble is to recognize it before it's within striking distance. Although these chapters, which are merely a cross section of everyday incidents, will help you recognize many of the troubles that may confront you, they don't pretend to include them all. Even if they did, just reading them would not equip you to meet all comers. You could memorize all the laws and all the cases that ever have been recorded and still get into more entanglements than you could shake a stick at if you failed to make use of three faculties which may have been lying dormant in you for years. Those faculties are: common sense, caution, and skepticism.

But you must not rely too much on common sense. Alone, it isn't enough to keep you out of trouble. You must be cautious—sometimes, perhaps, to the point of being skeptical. Don't think, after familiarizing yourself with the trickery described in this book, that you will be immune to the chicanery of the multitude of undesirables who spend their waking hours inventing new ways of tripping you up. A little

knowledge really is a dangerous thing, but only if you fail to appreciate its limitations.

The person who has a thorough knowledge of all the possible consequences of his every act is rare indeed. Don't delude yourself that you are such a person. When you come upon an unfamiliar situation investigate it thoroughly before you act. If the investigation does not clear up all your uncertainty, seek the advice of someone who understands the subject and has your interest at heart. Never sign anything you haven't read and never sign anything you've read unless you thoroughly understand it. If you accept this paragraph as a rule, your troubles will diminish surprisingly.

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